

TAG Trauma Action Group Limited

Master Services Agreement: Terms and Conditions

These terms and conditions of sale govern all contracts entered into by TAG Trauma Action Group Ltd. for the supply or sales of products and services.

1. MSA STRUCTURE & APPLICATION

- 1.1 The Terms & Conditions together with the Sales Order(s) form the Master Services Agreement MSA ("MSA") between TAG and Client. In the event of a conflict or inconsistency between these Terms & Conditions and a Sales Order, the Sales Order takes priority. If there is a conflict or inconsistency between the Appendices and the body of these Terms & Conditions, the Terms & Conditions shall take priority.
- 1.2 The Terms & Conditions consist of:
 - (a) Part 1 that covers **General Terms and Conditions** applicable to all sales and those for **On Demand Services**
 - (b) Part 2 that applies **additionally to Part 1** where Client is purchasing **Subscription Services**
- 1.3 These Terms & Conditions apply to the exclusion of any terms and conditions which Client seeks to impose or which have been implied by law, trade custom, practice or course of dealing.
- 1.4 These Terms & Conditions will apply to all services provided by TAG, whether or not such services are specifically referenced within these Terms & Conditions and regardless of whether a Sales Order has been issued and/or signed.

2. MSA TERM

- 2.1 This MSA shall commence on the Start Date and shall continue unless:
 - (a) terminated earlier for cause in accordance with these terms and conditions
 - (b) terminated for convenience by either Party on 30 days' written notice, in which case the 30 days' notice shall not be deemed to have expired until the completion of all live Orders.

References in these terms and conditions to:

"**TAG**" (or "we", "us", "our" or "**Company**") are to **TAG Trauma Action Group Limited** (company no. 12363840; registered office at 3a Chislehurst Road, Orpington, Kent BR6 0DF). If you need to contact us, please email hello@tagtrauma.com.

"**Client**" refer to the customer that is purchasing services from TAG as specified on the Sales Order.

"**On Demand Services**" are standalone, non-recurring services.

"**Private Courses**" include Classroom Training or Virtual Classroom Training provided for Participants of the same Client, at a venue hosted by the client.

"**Open Courses**" include Classroom Training or Virtual Classroom Training provided for Participants of any Client, at a venue hosted by TAG.

"**eLearning Enrolments**" are TAG eLearning courses hosted on TAG's systems.

"**Subscription Services**" are services purchased on a subscription basis with an initial term together with any renewal periods.

"**Training Licence**" the licence granted by TAG to Client in clause 35

“Trainer Subscription” a subscription which entitles Client Trainers which have the appropriate TAG Certification to access and use the Trainer Resources and to deliver licensed programmes for the period specified in the Sales Order in accordance with these Terms & Conditions

“Licensed programmes” the programmes specified in the Sales Order (as updated by email by TAG from time to time) that are licensed to Client by TAG pursuant to the Training Licence.

PART 1 – GENERAL TERMS & CONDITIONS & ON DEMAND SERVICES

3. CONFIDENTIALITY & DATA PROTECTION

3.1 Everything you share with us is confidential and everything we share with you is confidential. Our resources are protected by copyright and are for the benefit of your staff only and are valid for the period indicated. We process your employee personal data in the capacity of a data controller.

4. PROCESS FOR PLACING ORDERS (AND SUBSEQUENT ORDERS) FOR ALL SERVICES

- 4.1 Client may procure any of the Services by agreeing a Sales Order with TAG pursuant to this clause.
- 4.2 Each Sales Order shall be agreed in the following manner:
 - (a) Client shall ask TAG to provide any or all of the Services and provide TAG with the necessary information to prepare a Sales Order for the Services requested;
 - (b) TAG shall issue the Sales Order and both Parties confirm agreement by electronic signature or email, at which point it shall become binding on the Parties.
- 4.3 For the avoidance of doubt, TAG shall not be committed to provide the Services until it has signed the Sales Order.
- 4.4 Once a Sales Order has been agreed and signed in accordance with clause 4.2(a), no amendment shall be made to it except with the agreement of TAG and the Client (or their authorised representatives).
- 4.5 Any quotes provided shall only be valid for the period stated.

5. TAG OBLIGATIONS

- 5.1 Services booked on an ad hoc basis are subject to availability.
- 5.2 TAG shall use all reasonable endeavours to meet any performance dates.
- 5.3 To ensure the highest quality training and engagement, a maximum 'Participant to Trainer' ratio applies to all Training provided by TAG.
- 5.4 Where practicable, TAG will seek to notify Client of the proposed TAG Trainer for the Training and provide the same TAG Trainer throughout the Course but reserves the right to change TAG Trainers. TAG commits to providing the same quality of TAG Trainer throughout each Course.

6. CLIENT OBLIGATIONS

- 6.1 Client shall ensure that:
- 6.2 it has provided comprehensive and accurate information to TAG with regard to its requirements;
- 6.3 the Training will not infringe Client's internal policies;
- 6.4 Participants have completed any prerequisite learning (e.g. eLearning) as stated on the Programme Specification in advance of the session (but no earlier than 6 months prior to the delivery of the Programme);
- 6.5 where TAG is providing Virtual Classroom Training the Client is responsible for ensuring staff have adequate Wi-Fi access. Participants must be on audio and video on a device in an environment where they can focus without distractions; and

7. VENUE SUITABILITY (PRIVATE COURSES)

- 7.1 Client is required to provide a suitable and safe venue for the Classroom Training and Virtual Classroom Training to be held.
- 7.2 The venue must be equipped with a television or projector with HDMI connectivity for the presentation of digital material from a computer provided by the TAG Trainer and Wi-Fi access.
- 7.3 Client is responsible for ensuring the venue meets health & safety requirements appropriate for a training venue and for providing refreshments.
- 7.4 In the case of Classroom Training, prior to commencement of the session, the TAG Trainer shall assess the venue. Where a venue is deemed unsuitable by the TAG Trainer and cannot be adapted to an acceptable level (in the TAG Trainer's sole discretion), the Training Session will be cancelled in accordance with clause 10.2 unless a suitable alternative venue can be provided straightaway. (If there is any doubt over the suitability of a training room, digital photographs of the suggested room/s can be emailed to TAG at hello@tagtrauma.com in advance of the course).

8. TRAINING PARTICIPANTS

- 8.1 Due the nature of trauma-related training there is always a possibility of Participants being affected emotionally based on their prior direct or indirect personal experiences. TAG reduces this risk as far as possible through careful programme design and the use of skilled and experienced trainers. The Client must ensure that Participants only attend programmes suitable for their role, that Participants are aware of the nature of the training and physically, mentally and emotionally fit for ordinary duties and willing and prepared to undertake the training.
- 8.2 The Client must inform TAG 10 business days in advance of the training of any Participants with additional needs (including those related to a physical disability and/or learning difficulties) and provide suitable information, equipment or services that may be required (i.e. interpreters, disabled access etc).
- 8.3 Should the behaviour, conduct or language of a Participant become disruptive to the learning of the group, the trainer may feel it necessary for the benefit of others to exclude that Participant. For the avoidance of doubt, TAG will charge a full fee if TAG cancels the course due to inappropriate Participant behaviour and/or any Participant being so removed will not be subject to any refund. Participants must refrain from consuming alcohol and recreational drugs during any refreshment or meal breaks.

9. CERTIFICATION

- 9.1 Where training includes certification or qualifications by an awarding organisation the client must abide with any additional requirements imposed by the awarding organisation.
- 9.2 Certificates will be sent to successful participant's emails direct by the awarding organisation.
- 9.3 TAG reserves the right to withhold certificate application until full funds are received and cleared.
- 9.4 TAG reserves the right not to issue certificates to any Participant(s) who do not complete a programme of learning or fail to meet the assessment requirements. In such circumstances TAG will notify the client and provide feedback. If this has implications for the person's future employment this must be managed by the client and is not the responsibility of TAG.

10. CANCELLATION (PRIVATE COURSES)

In the case of on demand services (standalone, non-recurring services), if Client cancels training, cancellation fees will be payable to reflect the irrecoverable costs that may be suffered.

- 10.1 Where Client cancels (or postpones) a Private Course, the following cancellation fees shall apply:

Notice period (full days prior to scheduled start date)	Percentage of Course fees payable
>30 days	25%
>7 – 30 days	50%
1 – 7 days	75%
<24 hours	100%
Where part of a Private Course is cancelled (or postponed), the above cancellation fees/discount will apply in respect of the portion of the Private Course that is cancelled (or postponed).	

10.2 TAG may cancel or postpone all or part of the Services without any liability to Client in respect of the cancellation fees or otherwise where the venue and/or equipment is not suitable for delivery of the Services

10.3 TAG may refuse to provide the Training to one or more Participants without any liability to Client (and the full Fee shall remain payable by Client) where:

- (a) the maximum number of Participants for the Training Session has been met;
- (b) an insufficient number of Participants are in attendance to enable effective learning;
- (c) it is apparent that the Participants have not completed all or some of the prerequisite learning (e.g. eLearning) in advance of the session (alternatively TAG may adapt the Training to take account of the prerequisite learning not having been completed meaning some of the content would not be covered which will affect the Certification awarded. In either case no refund shall be provided); or
- (d) the trainer decides the behaviour of a Participant/s is disruptive to the learning of other Participants

11. CANCELLATION (OPEN COURSES)

11.1 Where Participants have been booked onto an Open Course, the following cancellation fees shall apply in the event of cancellation/postponement by Client:

Notice period (full days prior to scheduled start date)	Amount payable (per person per Course per day)
> 30 days	£25 per day
> 7 – 30 days	£50 per day
1 – 7 days	£75 per day
<24 hours	£100 per day

12. FEE INCREASES

12.1 Fees for Classroom/Virtual Classroom Training are as quoted at the time of the Order. Fees are increased from time to time but will only apply to new Orders.

ELEARNING ENROLMENTS (Via the TAG Learning Management System LMS)

13. ORDER TERM & TERMINATION

13.1 Orders for eLearning Enrolments will commence when the Order is placed pursuant to clause 3 and will continue until expiry of the Access Period.

13.2 In relation to Learners, Client undertakes that:

- (i) it will not allow or suffer login details to be used by more than one Learner;

- (ii) TAG shall be permitted to audit Client's use of the eLearning Enrolments to verify that the number of users does not exceed the number stated in the Sales Order. If the audit reveals that the number of users does exceed the number stated on the Sales Order, Client shall pay the shortfall on demand in accordance with the price stated in the Order.
- (iii) each Learner shall keep a secure password for their use of the Services and Deliverables which shall be kept confidential;

14. GRANT OF RIGHTS

- 14.1 In consideration of the Fees payable by Client, TAG grants Client the right to access, and to permit Participants to access, the eLearning Enrolments solely for the purpose of receiving the Services during the Access Period (as applicable) for its internal training and non-commercial business purposes.

14.2 eLearning Enrolments must be activated within 3 months of the date the Sales Order is signed.

15. TECHNICAL REQUIREMENTS

- 15.1 Client acknowledges that the eLearning Enrolments Software needs to be run on the latest versions of the relevant operating system and web browser with a stable internet connection.

16. AVAILABILITY & SUPPORT

- 16.1 TAG shall use commercially reasonable endeavours to make the Services available 24 hours a day, seven days a week.
- 16.2 TAG will, as part of the Services, provide Participants directly with TAG's standard client support services during Business Hours (UK time).

17. CANCELLATION

- 17.1 For the avoidance of doubt, once the Sales Order has been signed, Client is committed to purchasing the eLearning Enrolments and the Order cannot be cancelled.

18. FEES INCREASES

- 18.1 The Fees are fixed for the duration of the Access Period.
- 18.2 Fees are increased from time to time but will only apply to new Orders.

TAG RESOURCES: MODELS, GUIDES AND ONLINE TOOLS

19. ACCESS, RESPONSIBILITIES & DISCLAIMER

- 19.1 TAG provides resources including practical models, guides and tools with its training programmes to help participants action learning in their work settings. In the case of Trauma Enhanced Practice Training this can include online tools to support person centred planning and trauma support strategies. These models, guides and person-centred planning tools are designed to help Client identify and plan support for individuals who may have been affected by trauma and/or mitigate risks of trauma/re-traumatisation. TAG embraces a 'do no harm approach' and while we cannot guarantee this, to our knowledge TAG resources and training present a low risk when used appropriately and provide significant benefits.

- 19.2 In using TAG resources Client acknowledges and accepts that:

- (a) These are intended as general guidance and should be implemented in accordance with Client policy, procedures and guidance, and appropriate Client oversight. TAG does not provide recommendations or advice for specific individuals, unless agreed as an additional service. It is Client's responsibility to make professional decisions and judgements as to their specific and appropriate applications to its settings and the individuals it supports.
- (b) TAG resources are only to be used by individuals identified by Client as having necessary experience, knowledge and skills **and** who have completed the relevant TAG training programmes and certification. TAG teaches individuals how to use its resources but does not assess or determine individual's competence or supervise their use, which is the responsibility of the Client.
- (c) Client will ensure involvement of relevant stakeholders such as family members, employees and clinical professionals in person centred support planning, with the person supported at the heart of this.

- (d) TAG has no automatic access to the content selected or inserted by Client into the templates and has no control over how that content is applied within the client organisation; and
- (e) TAG has no responsibility for the completion or application of the output that Client creates using TAG's resources and accordingly, to the fullest extent permitted by Applicable Laws & Regulations, TAG excludes all liability for any Losses suffered or incurred by Client arising from or in connection with the use of TAG's online tools.
- (f) TAG retains intellectual property rights (including Copyright) of its resources and Client access to these shall cease on expiry or cancellation.

20. FEES & PAYMENT

20.1 The Fees are set out in the Sales Order(s).

20.2 In consideration of the provision of the Services by TAG, Client shall pay the Fees.

20.3 TAG shall invoice Client for the Fees in accordance with the invoicing requirements set out in the Sales Order. In the absence of a timeframe in the Sales Order, payment shall be made within 14 days of the invoice date.

20.4 Payment shall be made in advance unless Client has a credit agreement with TAG in which case the payment period specified in the Sales Order shall apply. After 14 days from the payment due date on the invoice, time shall become of the essence for payment.

20.5 Without prejudice to any other right or remedy that it may have, if Client fails to pay TAG any sum due on the due date:

- (a) Client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%;
- (b) TAG may suspend all or part of the Services until payment has been made in full (TAG shall also have this right where the Client's credit limit has been reached); and
- (c) TAG reserves the right to withhold Certificate application and/or Certificate issue until all outstanding cleared funds are received.

21. INTELLECTUAL PROPERTY

21.1 Client acknowledges that all Intellectual Property Rights in the Deliverables and Software belong to TAG (and/or its licensors as applicable) and Client shall have no rights in or to the Deliverables or the Software other than as expressly set out in this agreement.

21.2 Except as expressly set out in this agreement, neither Party acquires any right, title or interest in or to the other Party's intellectual property rights.

21.3 Client shall not (and shall procure that Participants and Client Trainers shall not) use any name, logo or trademark of or relating to TAG other than strictly in accordance with TAG's Brand Guidelines.

21.4 The Client acknowledges and agrees that TAG's models and various names and/or logos used in connection with the Services are proprietary to TAG. The Client shall not, and shall procure that the Participants and Client Trainers shall not, use any of TAG's proprietary materials or otherwise refer to TAG, the Services or any part thereof other than strictly in accordance with TAG's Brand Guidelines.

21.5 Client will not and shall procure that the Learners and any other persons engaged, contracted or employed by or on behalf of Client will not:

- (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software and/or Deliverables (as applicable) in any form or media or by any means; or
- (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software or the Services; or

- (iii) access all or any part of the Services, Software and Deliverables in order to build a product or service which competes with the Services and/or the Deliverables; or
- (iv) license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services, Software and/or Deliverables available to any third party; or
- (v) attempt to obtain, or assist third parties in obtaining, access to the Services, Software and/or Deliverables, other than as expressly allowed in these Terms & Conditions; or
- (vi) introduce or permit the introduction of any Viruses or Vulnerabilities into the Services or TAG's network and information systems; or
- (vii) print hard copies of the TAG Digital Resources.

21.6 Client shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services, Software and/or the Deliverables and, in the event of any such unauthorised access or use, promptly notify TAG.

21.7 A breach of any provision in this clause shall be considered to be an irremediable breach of condition by Client.

22. MEDIA

Client acknowledges that all Intellectual Property Rights in the Deliverables and Software belong to TAG

23. FORCE MAJEURE

The Company shall be relieved of all liability for obligations incurred to the Customer whenever and to the extent to which the fulfilment of such obligation is prevented, frustrated or impeded in consequence of any statute rules, regulations, orders or requisitions issued by any government department, council or other duly constituted authority or by reason of any accident, civil commotion, war, pandemic, force majeure or any other cause beyond our control

24. LAW

These conditions and the contract and all matters pertaining thereto shall be governed by English Law and the English courts shall have jurisdiction in relation thereto.

PART 2 – SUBSCRIPTION SERVICES

A. ELEARNING HOSTING LICENCE

- 25. Client will not allow or suffer the use of the eLearning client hosted course beyond the subscription term;
- 26. Client will not allow or suffer the use of the eLearning client hosted course to exceed the maximum number of users stated in the sales order;
- 27. TAG shall be permitted to audit client's use of the client hosted eLearning courses to verify that the number of learners does not exceed the number of users stated in the sales order. if the audit reveals that the number of learners does exceed the number of users in the sales order, client shall pay the shortfall on demand in accordance with the price stated in the order;

28. GRANT OF RIGHTS

- 28.1 In consideration of the Fees payable by Client, TAG hereby grants Client a non-exclusive, non-transferable, non-sublicensable, revocable licence to:
 - (a) store one copy of the Client Hosted eLearning Course on its Learning Management System (LMS); and
 - (b) permit the number of Learners specified on the Sales Order to access and view the Client Hosted eLearning Course on its LMS and the Learner Resources,

during the Subscription Term, in accordance with these Terms & Conditions (including the Conditions of Use in clause **Error! Reference source not found.**) solely for the purposes of Learners participating in the Client Hosted eLearning Course.

29. USAGE OUTSIDE OF SUBSCRIPTION TERM

29.1 Client acknowledges that the Client Hosted eLearning Course is only confirmed to be current and up to date for the Subscription Term. Usage outside this period will be chargeable and is an irremediable material breach of this MSA and potentially puts Service Users and Learners at risk.

30. TESTING, DELIVERY & ACCEPTANCE

Testing

30.1 Client acknowledges that TAG cannot guarantee the compatibility of the Client Hosted eLearning Courses with third party systems and platforms and that no warranty is given in this regard.

30.2 Client is required to test the technical compatibility and functional performance of the Client Hosted eLearning Course with Client's system and LMS in advance of the Order being placed. TAG can provide a test module to Client solely for this purpose.

30.3 By signing the Sales Order, Client confirms that it is satisfied that the Client Hosted eLearning Course is compatible with its system and LMS.

Delivery & Acceptance

30.4 TAG shall deliver one copy of the Client Hosted eLearning Course electronically to Client by sending hyperlinks to the email address provided by Client within 10 Business Days of signature of the Sales Order (unless the Client Hosted eLearning Course is customised in which case TAG will send the hyperlinks as soon as reasonably practicable).

30.5 Client shall download the Client Hosted eLearning Course and upload it to its LMS.

30.6 Following delivery, if there are any issues with the Client Hosted eLearning Course (unrelated to compatibility issues which are governed by clause 30.2), TAG shall use reasonable endeavours to correct the issues.

30.7 Client shall be deemed to have accepted the Client Hosted eLearning Course where any of the following apply:

- (a) it fails to report any issues within 10 Business Days of delivery;
- (b) it commences operational use of the Client Hosted eLearning Course;
- (c) TAG resolves the issues Client reported.

31. SUPPORT

31.1 TAG will provide up to 2 hours initial technical support to Client's internal LMS administrator to assist them in accessing the Client Hosted eLearning Courses and setting them up on Client's LMS. Any additional technical support required thereafter will be charged at an hourly rate of £100 plus VAT.

31.2 Client is responsible for providing requisite technical support direct to Learners including managing and administering their access to the Client Hosted eLearning Courses.

31.3 TAG reserves the right not to provide or to cease providing the support in clause 24.1 where:

- (a) Client has failed to perform a successful compatibility test before placing the Order;
- (b) TAG is unable to identify the cause of the issue and having taken reasonable steps is satisfied that the issue is not attributable to the Client Hosted eLearning Course; and/or
- (c) Client/Learners were initially able to access the Client Hosted eLearning Course without issue indicating that the cause of the problem relates to a change/update in the LMS.

32. MAINTENANCE RELEASES & NEW VERSIONS

32.1 TAG will provide Client with all Maintenance Releases generally made available to its clients. TAG warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the Client Hosted eLearning Courses. Client shall install all Maintenance Releases as soon as reasonably practicable after receipt (this will ensure Client is running the most up to date and supported content).

32.2 TAG is under no obligation to continue to support the Client Hosted eLearning Courses where Maintenance Releases have not been implemented.

32.3 TAG will offer any New Versions available to client free of charge where Client has at least 6 months of the eLearning Hosting Licence available at the date the New Version is to be released.

33. CANCELLATION

33.1 Once the Sales Order has been signed, the only circumstance where Client may cancel the Order is where TAG has been unable to resolve any material issues with the Client Hosted eLearning Courses pursuant to clause 23.6 within 90 days of delivery. In this circumstance, where the Fees have been paid in advance, TAG shall issue an appropriate refund for the relevant Client Hosted eLearning Course to reflect the extent of the Services not received, which shall be Client's sole remedy and TAG's sole liability for any Losses suffered.

B. TRAIN THE TRAINER

34. TRAINING & ASSESSMENT OF CLIENT TRAINERS

34.1 TAG shall use reasonable skill and care to train and assess Client Trainers with the aim that Client Trainers reach the requisite standard to achieve Certification, entitling them to deliver Licensed Programmes to Learners.

34.2 Initial and ongoing Certification of Client Trainers shall be awarded pursuant to Clause 7 (Certification).

35. TRAINING LICENCE TO DELIVER LICENSED PROGRAMMES

35.1 Subject to Client's and Client Trainer's compliance with the MSA, TAG hereby grants Client a non-exclusive, non-transferable and non-sublicensable licence to:

- (a) perform and display the Licensed Programmes in accordance with the Programme Specifications;
- (b) use the TAG name and names of TAG models strictly in accordance with TAG's Brand Guidelines, in accordance with these Terms & Conditions during the Subscription Term solely for its internal training and non-commercial business purposes (together, the **Training Licence**).

36. CONDITIONS OF TRAINING LICENCE GRANT

36.1 Client warrants and represents on a continuing basis that:

- (a) only Client Trainers who hold valid, current Certification from TAG and have been assigned a live Trainer Subscription are permitted to perform and display the Licensed Programmes to Learners under the Training Licence;
- (b) Client and Client Trainers shall, comply with the Terms & Conditions and all instructions issued by TAG from time to time;
- (c) the Licensed Programmes shall not be used for any other purpose than as specified in clause 35.1;
- (d) Client Trainers shall not use the Licensed Programmes or any Trainer Resources once their Trainer Subscriptions expire, are terminated or they otherwise no longer hold valid Certification from TAG;
- (e) Client Trainers shall not be permitted to deliver any Licensed Programmes at the same time as any third party training content or otherwise create any association between TAG and any training materials of the Client or any third party;
 - (i) each Client Trainer shall keep a secure password for their use of the Software and Trainer Resources which shall be kept confidential;
 - (ii) the maximum number of Client Trainers that it authorises to access and use the Software and the Trainer Resources shall not exceed the number of Trainer Subscriptions stated in the Sales Order;
 - (iii) it will not allow or suffer any Trainer Subscription to be used by more than one Client Trainer unless it has been reassigned by TAG at Client's request in its entirety to another Client Trainer, in which case the prior member shall no longer have any right to access or use the Software and Trainer Resources;
- (f) Client will not edit, modify or incorporate any materials, methods, processes or procedures into the Licensed Programmes, Trainer Resources, Learner Resources or any other Digital Resources or otherwise create derivative works from the same without TAG's prior written consent. If consent is granted in writing (which shall be at TAG's sole discretion) the copyright and all other rights in any new works created and all goodwill arising in connection with such new works is hereby

assigned to and shall vest in TAG on creation (including by way of a present assignment of future copyright) and Client hereby irrevocably waives all moral rights arising under the Copyright, Designs and Patents Act 1988 in the new works and, so far as is legally possible, any broadly equivalent rights those authors may have in any territory of the world. Client shall procure all appropriate assignments and waivers from all authors of or contributors to the new works in relation to all their moral rights arising under the Copyright, Designs and Patents Act 1988 in the new works and, so far as is legally possible, any broadly equivalent rights those authors may have in any territory of the world.

37. TRAINER SUBSCRIPTIONS

37.1 Assigning a Trainer Subscription to a Client Trainer enables a Client Trainer to:

- (a) be eligible to participate in the TAG Trainer Development Programme for the applicable Level and if successful, be awarded Certification; and
- (b) once awarded Certification:
 - (i) deliver the Licensed Programmes to Learners at the appropriate Level under the Training Licence;
 - (ii) give Learners access to the Learner Resources; and
 - (iii) assess the Learners in accordance with the Trainer Resources and apply for Certificates.

37.2 One (1) Trainer Subscription may be assigned to one (1) Client Trainer at any time and Client may only re-assign a Trainer Subscription to a different Client Trainer a maximum of once in a twelve (12) month period;

37.3 TAG may terminate a Trainer Subscription with immediate effect where Client or Client Trainer breaches the Training Licence (including where a Client Trainer fails to comply with TAG's Brand Guidelines and no refund shall be payable).

38. OBLIGATIONS FOR CLIENT TRAINERS

38.1 Client shall select, supervise, monitor and support Client Trainers at all stages.

38.2 Client shall procure that Client Trainers comply with TAG Client Trainer Standards and Conditions, the Trainer Resources and all instructions issued by TAG to Client Trainers from time to time.

38.3 Client must ensure that Client Trainers fully complete all training records using the resources provided by TAG and must keep all original written training records for at least seven (7) years. These records shall be provided to TAG on request.

38.4 Client shall obtain and maintain, for the applicable term, relevant insurance suitable to the nature of the Licensed Programmes it is licenced to deliver.

38.5 Client warrants and represents that they do not know of any reason that would indicate that the Licensed Programmes are not compliant with Applicable Laws & Regulations and in the event this changes, they shall promptly notify TAG in writing. Any consequent amendments to the Licensed Programmes shall be made by TAG in its sole and absolute discretion.

38.6 Client acknowledges that the Trainer Resources are only confirmed to be current and up to date for the Subscription Term and usage outside this period is an irremediable material breach of this MSA and may put Learners at risk.

38.7 Client is responsible for ensuring that Client Trainers process Learner personal data in accordance with Data Protection Legislation which includes the taking of photographs/videos and the disclosure of Learner personal data within the Client organisation and to third parties.

38.8 A breach of any provision in this Part B Train the Trainer shall be considered to be an irremediable material breach by Client.

39. DELIVERY & ASSESSMENT BY CLIENT TRAINERS

39.1 Client understands and acknowledges that:

- (a) at all times Client Trainers are wholly responsible for ensuring Learners meet the assessment criteria and that only those Learners who achieve the assessment criteria are issued certificates;
- (b) TAG has no knowledge or control over the Learners' assessment and certification (beyond the provision of the Digital Resources to Client Trainers); and to the fullest extent permitted by law, TAG excludes any liability arising from Client Trainers issuing certificates.

39.2 Client warrants and represents on a continuing basis that:

- (a) the Licensed Programmes are appropriate for the staff roles of the Learners and that an analysis of staff training needs has been conducted to identify the appropriate level of training required which considered the responsibilities, risk assessments and organisational policies and procedures related to the specific roles;
- (b) an effective quality assurance process will actively drive and record the learning process;
- (c) suitable and safe learning environments will be made available to Learners; and
- (d) pre and post programme records will be completed comprehensively for the delivery of the Licensed Programmes.

39.3 Client must provide to TAG, within at least five (5) Business Days of it being requested, all details of planned delivery of the Licensed Programmes.

40. CLASSROOM TRAINING (DELIVERY BY CLIENT TRAINERS)

40.1 Client understands that:

- (a) the obligations in clause 4 Client Obligations) and must be adhered to by Client when Client Trainers are providing the Training; and
- (b) the maximum 'Learner to Trainer ratios' must be observed when Client Trainers are providing the Training.

40.2 TAG may from time-to-time request proof that Client and Client Trainers are complying with the conditions set out in this MSA. TAG is entitled to carry out a site visit during the delivery of any Licensed Programme to verify such compliance.

40.3 Client shall maintain records of all TAG related Classroom Training or Virtual Classroom Training, including the name and assessment outcome of each Learner. Client shall provide this information to TAG on request, failing which TAG may prohibit the issuing of the Certificates.

40.4 Client will ensure that Client Trainers:

- (a) exercise control and remove Learners from training if any unsafe or inappropriate behaviour occurs;
- (b) have a good understanding of cultural, gender and age-related issues and be sensitive to the needs of Learners and the need to promote a fully inclusive learning environment;
- (c) do not issue or put forward for Certificates Learners who have been unable to demonstrate the assessment criteria of the Licensed Programmes (where Certification has been withheld, it is Client's responsibility to take action to manage the risks of the Learner operating in their role).