

AGREEMENT FOR THE PROVISION OF THE ALS HCV ASSESSOR TRAINING COURSE

1. This document sets out our agreement between HCV Network Limited, a company limited by guarantee registered in England and Wales with registered number 9710578 (**HCV**) and you, [name of training provider detailed below] (**Training Provider**) a training provider for the ALS HCV Assessor Training Course (**Training Course**).
2. In consideration of the undertakings the Training Provider is giving, HCV shall provide an approved syllabus to enable the Training Provider to develop the necessary training materials for the Training Course; and list the Training Provider on our website as a course provider.
3. In delivering the Training Course, the Training Provider shall:
 - 3.1. deliver the training in accordance with all HCV policies, guidance and procedures in force and updated from time to time and detailed on our website and include training on the core content requirements detailed in the course syllabus;
 - 3.2. within 90 days of completion of the Training Course, inform HCV of the details of the successful participant using the Training Certificate Record Template.
 - 3.3. provide participants who have successfully completed the Training Course with a certificate or letter as proof of their successful completion of the course in a timely manner and in any event within 14 days of receipt of the unique reference number from HCV.
 - 3.4. develop and maintain systematic, verifiable records of participants and their performance to enable HCV to verify with the training provider the outcome of the Training Course.
4. The Training Provider shall inform Training Course participants that successful completion of the Training Course is one of the requirements for application to the HCV Assessor Licensing Scheme.

5. HCV grants to the Training Provider a fully paid-up, worldwide, non-exclusive, royalty-free revocable licence during the term of this Agreement to copy and use and the HCV Materials for the sole purpose of providing the Training Course. The Training Provider may amend any HCV Materials including any training materials provided by HCV but excluding the core content requirements detailed in the course syllabus and the Training Provider, to deliver the training, by way of a present assignment of future rights, assigns absolutely and irrevocably to HCV all rights, title and interest that the Training Provider may have or may in future acquire in the HCV Materials.
6. The Training Provider shall indemnify and keep indemnified HCV against all liabilities, costs, third party claims, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profits, loss of business, loss of reputation, depletion of goodwill and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by HCV as a result of or in connection with the Training Provider's act, omission or breach of this agreement. This clause 6 shall survive termination of this Agreement.
7. Termination
 - 7.1. Without limiting its other rights or remedies, either party may terminate this Agreement for convenience by giving the other party 30 days written notice.
 - 7.2. Without limiting its other rights or remedies, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
 - 7.2.1. the other party commits a material breach of any term of this Agreement and (if such a breach is remediable) fails to remedy that breach within 30 days of receipt of notice in writing to do so;
 - 7.2.2. the other party repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the

intention or ability to give effect to the terms of this Agreement;
 or

7.3. On termination of this Agreement for any reason, the Training Provider shall immediately discontinue all use of HCV materials and any materials indicating that the Training Provider is or continues to be a training provider for the Training Course.

8. Data Protection

8.1. Controller, processor, data subject, personal data, processing and appropriate technical and organisational measures shall have the meaning as set out in the General Data Protection Regulation ((EU) 2016/679) and the Data Protection Act 2018 or any successor legislation ('Data Protection Legislation').

8.2. Each party acknowledges and agrees that for the purposes of the Data Protection Legislation, they are each a controller of the personal data they process under or in connection with this Agreement and this clause sets out the framework for the sharing of personal data between HCV and the Training Provider.

8.3. The Training Provider acknowledges that to the extent that HCV is processing personal data of the Training Provider, HCV will process such data in accordance with the terms of its [Privacy Policy](#) found on its website from time to time in force.

8.4. HCV and the Training Provider shall comply with all the obligations imposed on a controller under the Data Protection Legislation. The Training Provider acknowledges that any material breach of the Data Protection Legislation by the Training Provider shall, if not remedied within 30 days of written notice from HCV, give grounds for HCV to terminate this agreement with immediate effect.

8.5. The Training Provider shall:

8.5.1. ensure that the Training Provider has all necessary notices and consents in place to enable lawful transfer of the personal data of the course participants to HCV for the sole purpose of confirming the participants who have successfully completed the Training Course;

- 8.5.2. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - 8.5.3. shall notify HCV without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - 8.5.4. indemnify HCV against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by HCV arising out of or in connection with the breach of the Data Protection Legislation by the Training Provider, its employees or agents, provided that HCV gives to the Training Provider prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.
9. Nothing in this Agreement shall limit or exclude liability for death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or fraud or fraudulent misrepresentation.
10. This Agreement is personal to the Training Provider and cannot be assigned or transferred.
11. This Agreement is governed by the laws of England and shall be subject to the jurisdiction of the English courts.

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Please acknowledge receipt and acceptance of these terms by executing, dating and returning this document.

EXECUTED for and on behalf of

HCV Network Limited

By:

Name:

Title:

Date:

EXECUTED for and on behalf of

TRAINING PROVIDER

By:

Name:

Title:

Organisation:

Date: