



**LICENSING AGREEMENT  
TERMS AND CONDITIONS**

I CAN, a UK charity, number 210031, based at 31 Angel Gate, Goswell Road, London EC1V 2PT (“I CAN”) is willing to grant a licence to the Licensee (being a Licensed Tutor and/or a Licensed Mentor) to deliver I CAN Products in which they have been approved, trained and certified to deliver, subject to the Commercial Terms and the Terms and Conditions set out below (together, the “Agreement”). Any capitalised terms or phrases shall have the meaning set out herein. In the event of any inconsistency between the Commercial Terms and the Terms and Conditions, the Commercial Terms shall take precedence.

**COMMERCIAL TERMS**

<b>Licence</b>	A non-exclusive licence for (i) the Licensee to deliver the I CAN Products in which they have been approved, trained and certified to deliver; and (ii) to use the Materials and the Trade Marks solely in connection with and to the extent necessary to exercise the rights granted in the Product, in each case for the Term.
<b>Licensed Tutor</b>	A Licensed Tutor is licensed to deliver I CAN’s training to enable practitioners to successfully implement I CAN’s training programmes and interventions.
<b>Licensed Mentor</b>	A Licensed Mentor provides specialist support to a school or setting as they go through the process of becoming I CAN Accredited or gaining a Good Practice Validation award.
<b>Product(s)</b>	I CAN’s range of training, intervention and accreditation programmes
<b>Term</b>	3 years from the date of training in the relevant Product (subject to payment of the Support Fee). Where trained to deliver more than one Product, the term for each Product will expire on the third anniversary of training in that Product.
<b>Training/Mentoring Session</b>	A session during which a Licensee delivers a training course to practitioners or supports a setting or school in the Accreditation process or gaining a Good Practice Validation award.
<b>Training Course</b>	The training that a Licensed Tutor delivers to practitioners
<b>Mentoring Support</b>	The support that a Licensed Mentor provides to a setting or school as they go through the Accreditation process or gaining a Good Practice Validation award.
<b>Minimum Performance</b>	A Licensed Tutor shall use their best endeavours to deliver training to as many settings or schools as possible. The minimum performance is delivery to one setting or school per annum for each of the Products in which they are trained, totalling a minimum of three settings or schools per Product over the three year licence term. A Licensed Mentor shall use their best endeavours to support as many settings or schools as possible to submit their portfolio of evidence. As a minimum performance the Licensed Mentor shall support at least one setting or school to submit its portfolio of evidence in the first year of the agreement.
<b>Materials</b>	Any materials and documentation provided by I CAN relating to I CAN and its Products including, without limitation, the Training/Accreditation Materials together with any updates thereto provided by I CAN in electronic or any other form from time to time.
<b>Trade Marks</b>	  Other Product Specific Trademarks for which the Licensee is trained and licensed to deliver and made available to them
<b>Training/Accreditation Materials</b>	Materials specific to the individual Product
<b>Initial Allocation</b>	One sample copy of the Training/Accreditation Materials. These must be purchased in advance of Licensee training.
<b>Licensee Fee</b>	No fees or other payments shall be payable by I CAN to the Licensee. I CAN shall not be liable for any costs or expenses incurred by the Licensee in the course of delivering the Products. The Licensee may charge practitioners/settings/schools for the delivery of the Product or any Training/Mentoring Session thereunder (the “Licensee Fee”). Without prior agreement from I CAN, the Licensee Fee shall not exceed an amount greater than that stated in I CAN’s price list from time to time or as otherwise charged by I CAN for such delivery. The Licensee must ensure that Training/Accreditation Materials are procured in advance from I CAN for each participant in a Training/Mentoring Session run by the Licensee or each setting or school that participates in Accreditation/Good Practice Validation supported by the Licensee.
<b>Support Fee</b>	The Licensee shall pay to I CAN the following sums: (i) £50 Annual Licence fee + VAT (ii) £50 CPD fee + VAT payable once over the course of the three year term; in respect of a fee to attend a mandatory continuing professional development event; together “The Support Fee” to be paid promptly following receipt of a request for payment, and in accordance with the terms and conditions in respect of such Support Fee. The Annual Licence Fee shall be payable by the Licensee to I CAN annually in respect of financial years running from 01 April to 31 March. This fee is payable in full and there is no pro-rating unless the Licensee is granted a Licence after 01 January – in which case their first Annual Licence Fee covers the period up to 31 March of the following year.

	There is only one Annual Licence Fee payable per Licensee per year, irrespective of the number of Products they are licensed to deliver and only a requirement to attend one CPD event every three years.
<b>Special Terms</b>	<p>(1) Without prejudice to clause 1.2, any materials used by the Licensee and containing the Trade Marks must include the following language in a prominent position: "Licensed I CAN Tutor" or "Licensed I CAN Mentor" as appropriate.</p> <p>(2) Without prejudice to the obligations set out in clause 2, each Licensee shall attend an I CAN CPD training event at least once every three years.</p>

## TERMS AND CONDITIONS

### 1. Rights granted to the Licensee

- 1.1 In consideration of facilitating training in accordance with the Product and the Training/Accreditation Material, I CAN grants to the Licensee the Licence.
- 1.2 The Licensee acknowledges that its rights in relation to the Trade Marks and Materials are limited to use by the Licensee in relation to the Product during the Term and strictly on the terms set out in this Agreement and in accordance with guidelines issued by I CAN from time to time.
- 1.3 The Licensee acknowledges that this Agreement does not operate to vest in the Licensee any right, title to or interest in any Intellectual Property in or relating to I CAN, the Product, the Training Course, Mentoring Support, the Trade Marks or the Materials save to the extent expressly set out in this Agreement, and all such Intellectual Property, whether in existence at the date of this Agreement or arising thereafter, shall belong, as between the Parties, exclusively to and shall vest in I CAN.

For the purposes of this Agreement, "**Intellectual Property**" means any patents, copyright (including, without limitation, any rights in the Materials and the Product), trade marks (including, without limitation, the Trade Marks), trade names and domain names, rights in get-up, goodwill, designs, database rights, rights in confidential information (including, without limitation, know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including, without limitation, all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may, now or in the future, subsist in any part of the world.

### 2. Obligations of the Licensee

- 2.1 The Licensee agrees that they shall, at all times during the Term:
- (A) operate strictly in accordance with this Agreement and any guidance received from I CAN from time to time and not do anything that could bring I CAN, the Trade Marks, the Product, the Training Course or Mentoring Support into disrepute or damage the reputation of or goodwill attaching to any of I CAN, the Trade Marks, the Product, Training Course or Mentoring Support;
  - (B) obtain, maintain and comply with all necessary licences and consents and comply with all relevant legislation in relation to the activities carried out by them pursuant to this Agreement including, without limitation, data protection, child protection and relevant health and safety laws;
  - (C) promptly introduce and use any updates or modifications to the Materials as and when I CAN provides them;
  - (D) submit to I CAN for approval (not to be unreasonably withheld or delayed), details in writing of any marketing or other materials the Licensee wishes to use in connection with the Product, Training Course or Mentoring Support in advance of using those materials;
  - (E) pay to I CAN the Support Fee;
  - (F) be responsible for bearing the costs of the Materials (other than any Training/Accreditation Materials required by participants in any Training/Mentoring Session) and updating manuals with updates to the Materials issued by I CAN;
  - (G) the Licensee shall use reasonable endeavours to ensure that an order is placed with I CAN for Training/Accreditation Materials
    - (i) in good time before, and in any event no later than 14 days before the date of the relevant Training/Mentoring Session;
    - (ii) in accordance with I CAN's ordering procedure as defined in the Licensee Manual; and
    - (iii) in accordance with the Minimum Order Quantities;
  - (H) maintain high standards of service, professional conduct, hygiene, courtesy and dress;
  - (I) at each Training/Mentoring Session:
    - (i) request each participant to complete the Registration and Evaluation Forms in the form notified by I CAN from time to time (the "**Registration and Evaluation Forms**") immediately after the end of the Training/Mentoring Session using the online system outlined in the Participation Pack.
    - (ii) request each participant to submit the Registration/Evaluation Form directly to I CAN via such other medium as I CAN may at its sole discretion from time to time direct.

- 2.2 The Licensee agrees that they shall at all times during the Term:
- (A) obtain and maintain an all-risk insurance policy with a reputable insurance company providing an adequate level of cover in respect of all risks which may be incurred by the Licensee in connection with the exercise of its rights under this Agreement which policies shall cover, without limitation, (i) liability for employees and third parties; (ii) public liability; (iii) professional indemnity; (iv) liability for damage to property; (v) personal and organisational indemnity; and (vi) accident insurance; and
  - (B) provide I CAN with a report by the end of each calendar quarter. Such report shall be in the format required by I CAN from time to time and shall, in respect of the relevant quarter list the number of Training/Mentoring Sessions taught, the location of each Training/Mentoring Session and the number of participants having attended each Training/Mentoring Session.
- 2.3 The Licensee shall not:
- (A) without prior agreement from I CAN, charge any individual or organisation for the delivery of the Training Course or Mentoring Support an amount greater than that stated in I CAN's price list from time to time or as otherwise charged by I CAN for such delivery;
  - (B) modify the Product or the Materials in any way except for minor modifications required to meet local requirements provided that any such amendments shall not affect the learning objectives of the Product;
  - (C) use the Product or the Materials in combination with other Products or therapies which may conflict with the Product or allow them to be so used;
  - (D) deliver or attempt to deliver a Training/Mentoring Session where the relevant Training/Accreditation Materials are not available to the participants of such Training/Mentoring Session;
  - (E) use the Product under or in connection with any names, marks or logos other than the Trade Marks, without I CAN's prior written consent (I CAN to have sole discretion in determining whether or not to give consent); or
  - (F) collect, review or amend any Registration/Evaluation Form completed or partially completed by a participant of a Training/Mentoring Session or send or offer to send such Registration/Evaluation Form on behalf of such participant. The data contained in such Registration/Evaluation Form shall be the sole property of I CAN and the Licensee shall have a right to use such information (i) as provided by I CAN to the Licensee and (ii) in connection with this Agreement only.
- 2.4 The Licensee shall not:
- (A) use, apply to register, register or cause or assist any other person to register or apply to register any of the Trade Marks or any mark, name, sign or logo which is similar to or is likely to be confused or associated with, takes unfair advantage of or might otherwise be detrimental to any of the Trade Marks or any of I CAN's other Intellectual Property. In the event that any Intellectual Property (or any goodwill associated therewith) vests in the Licensee, which, according to Clause 1.3, is the property of I CAN, the Licensee shall take all such steps as are necessary to assign or procure the assignment of the same to I CAN; or
  - (B) amend, translate, alter or vary in any way any of the Trade Marks in respect of their use in connection with the Product.
- 3. Quality assurance and Performance**
- 3.1 I CAN shall have the right to monitor, review and evaluate the quality of each Licensee's delivery of the Training Course or Mentoring Support including, without limitation, the right (i) on reasonable notice to the Licensee to attend any Training/Mentoring Session; (ii) to review Registration/Evaluation forms completed by participants; and (iii) to contact participants directly for feedback.
- 3.2 If, in the reasonable opinion of I CAN, the Licensee has failed to meet the quality standards expected of a company or individual offering the Product, Training Course or Mentoring Support, such failure shall be considered a material breach of the terms of this Agreement. Without prejudice to the remaining provisions of this Agreement including, without limitation, the right to terminate this Agreement pursuant to clause 5.3, I CAN shall have the right, at its sole discretion, to offer the relevant Licensee the opportunity for additional training and mentoring with a view to such Licensee reaching the required standards provided that the cost of such training, mentoring, and any additional monitoring which I CAN believes, acting reasonably, is required, shall be borne by the Licensee.
- 3.3 In the event that the Licensee fails to meet any requirement of Minimum Performance such failure may be considered a material breach of the terms of this Agreement. I CAN may in such circumstances for such period as I CAN may at its sole discretion determine (i) review and consult with the Licensee to identify the reasons, and possible remedies, for such failure and (ii) exercise its right to offer the Licensee training and mentoring pursuant to the terms of clause 3.2 above. Any delay of I CAN to terminate this Agreement pursuant to this clause 3.3 shall not be construed as a waiver of I CAN's rights under this Agreement including, without limitation, the rights to terminate this Agreement pursuant to clauses 5.3 and 5.4 of this Agreement.
- 3.4 I CAN shall have the right to audit each Licensee's accounts and delivery records in relation to the Product, Training Course or Mentoring Support in order to verify performance data and adherence to the terms of this Agreement.
- 4. Training/Accreditation Materials**
- 4.1 The Initial Allocation of Training/Accreditation Materials shall be provided by I CAN to the Licensee, the cost being met by the Licensee, for use by the Licensee only.
- 4.2 Use and distribution by the Licensee of copied Training/Accreditation Materials is expressly forbidden, and may be considered a material breach of this Agreement.
- 4.3 Where Training/Accreditation Materials are required by the Licensee for the delivery of the *Training Course or Mentoring Support*, such Training/Accreditation Materials may be ordered by the Licensee this shall be at the prevailing prices in accordance with I CAN's standard ordering procedures and Terms and Conditions.

## 5. Term and termination

- 5.1 This Agreement shall commence as at the date the Licensee is trained by I CAN to deliver the Product and continue, subject to extension in accordance with clause 5.2 or earlier termination in accordance with clauses 5.3 or 5.4, for the Term. Termination or expiry of this Agreement shall not affect any rights or liabilities that have accrued prior to such termination.
- 5.2 The Licensee may, at any time prior to expiry of the Term, serve written notice on I CAN that they wish to extend the Term. Such extension shall be subject to a renewal fee or License Fee at the prevailing price and any amendments to the terms of this Agreement as are deemed by I CAN to be appropriate (acting in its sole discretion). I CAN (acting in its sole discretion) reserves the right not to grant such extension, and shall not be obliged to provide explanation for such refusal.
- 5.3 I CAN may terminate this Agreement with immediate effect, without prejudice to any of its rights or remedies, by giving written notice to the Licensee if:
- (A) the Licensee commits a material or persistent breach of any term of this Agreement; or
  - (B) the Licensee becomes unable to pay their debts within the meaning of section 123 Insolvency Act 1986.
- 5.4 I CAN may, at its sole discretion, terminate this Agreement, without prejudice to any of its rights or remedies, by giving 3 months' written notice to the Licensee.
- 5.5 On termination or expiry of this Agreement for any reason, any clauses which are expressed or intended to survive termination, or are necessary to interpret or give effect to such clauses, including, without limitation, clauses 1.2, 2.4(A), 3.3, 5.6 and 7.5 shall continue in force indefinitely.
- 5.6 On termination or expiry of this Agreement for any reason, the Licensee shall:
- (A) immediately pay I CAN the full amount of all sums due from the Licensee to I CAN;
  - (B) and shall cease to use the Materials and the Intellectual Property, including, without limitation, the Trade Marks and the Training/Accreditation Materials;
  - (C) and shall not hold themselves out as a Licensee or contact point of I CAN or do anything that may indicate that they are in any way connected with I CAN;
  - (D) and shall, at the Licensee's expense, return (without copying) all copies of the Materials in their possession and other Confidential Information and any other materials bearing the Trade Marks; and
  - (E) and shall immediately transfer all right, title and interest in any domain names containing the Trade Marks and any Intellectual Property they may have acquired in relation to the Product or the Materials to I CAN for nominal consideration.
- 5.7 Without prejudice to clause 5.6 above, on termination by I CAN for any reason during the Term of this Agreement, the Licensee shall, at the request of I CAN, immediately:
- (A) return to I CAN all Materials supplied by I CAN to the Licensee; and
  - (B) pay to I CAN any costs incurred by I CAN in respect of the Licensee from the date of this Licence until and including the date of termination of the Licence.

## 6. Disputes

- 6.1 In the event of any dispute between the parties arising out of or relating to this Agreement representatives of the parties from a level of management who have authority to settle the dispute shall within seven (7) days of receipt of a written notice from either party to the other, meet in an effort to resolve the dispute. Unless concluded with a written legally binding agreement, all negotiations connected with any dispute shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.
- 6.2 If any dispute cannot be resolved at such meeting or within seven (7) days from its conclusion the parties shall refer the dispute to mediation in accordance with the Centre for Dispute Resolution (CEDR) Mediation Procedure which is deemed incorporated and:
- 6.2.1 the number of mediators shall be one;
  - 6.2.2 if the parties are unable or unwilling to act the mediator shall be a person appointed by CEDR;
  - 6.2.3 the place of mediation shall be London, England;
  - 6.2.4 the language to be used in the mediation shall be English;
  - 6.2.5 if the parties reach agreement on the resolution of the dispute during the mediation such agreement shall be reduced to writing and once it is signed by the duly authorised representatives shall be binding on the parties;
  - 6.2.6 unless concluded with a written legally binding agreement the mediation shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings;
  - 6.2.7 in the event that the dispute has not been settled within thirty days after the appointment of the mediator clause 7.12 shall apply.

## 7. General

- 7.1 This Agreement constitutes the whole and only agreement between the Parties relating to the subject matter herein. Each Party acknowledges that in entering into this Agreement it is not relying upon any pre-contractual statement which is not set out in this Agreement. Except in the case of fraud, no Party shall have any right of action against any other Party to this Agreement arising out of or in connection with any pre-contractual statement except to the extent that it is repeated in this Agreement. For the purposes of this clause, "pre-contractual statement" means any draft, agreement, undertaking, representation, warranty, promise, assurance or arrangement of any nature whatsoever, whether or not in writing, relating to the subject matter of this agreement made or given by any person at any time prior to this agreement becoming legally binding.
- 7.2 To the extent permitted by law, I CAN shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for any:
- (A) indirect or consequential losses; or

- (B) loss (whether direct or indirect) of profits, revenue or business of the Licensee, including, without limitation, any loss of Licensee Fees.
- 7.3 Nothing in this Agreement shall exclude or limit the liability of any Party for death and/or personal injury resulting from negligence, fraud and/or fraudulent misrepresentation of the Party or its directors, officers, employees, contractors or agents.
- 7.4 Nothing in this Agreement shall be or be deemed to be a condition, representation or warranty by I CAN as to the existence, ownership, validity, enforceability or value of any of the rights granted in this Agreement.
- 7.5 The Licensee undertakes that they shall not, at any time copy, use or disclose to any person any Confidential Information, except as may be required by law, court order or any governmental or regulatory authority. The Licensee shall not use the Confidential Information for any purpose other than to perform their obligations under this Agreement or to comply with its legal or regulatory obligations. For the purposes of this Agreement, "**Confidential Information**" means any information of I CAN that is disclosed to the Licensee pursuant to, or in connection with, this Agreement (whether orally or in writing and whether or not such information is expressly stated to be confidential), or which otherwise comes into the hands of the Licensee other than information which is already in the public domain (otherwise than as a result of a breach of any obligation of confidentiality).
- 7.6 The Licensee shall at their own expense promptly execute and deliver all such documents, and do all such things, as I CAN may, from time to time, reasonably require for the purpose of giving full effect to this Agreement.
- 7.7 The Licensee may not assign, novate, delegate or otherwise transfer this Agreement or any of its rights and responsibilities under it, nor grant sub-licences of any Intellectual Property or purport to do any of the same.
- 7.8 A person who is not a Party to this Agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 7.9 Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the Parties, nor constitute any Party the agent of another Party for any purpose. No Party shall have authority to act as agent for, or to bind, the other Party in any way. No Party shall pass itself off as agent of the other Party.
- 7.10 All notices required to be served under or in connection with this Agreement may be served by hand or post at the address of the Party upon whom the notice is to be served as set out below. Unless otherwise notified by one Party to the other, I CAN's address for delivery of a notice is 31 Angel Gate, Goswell Road, London, EC1V 2PTE and the Licensee's address for delivery of a notice is the address set out on page 1 of this Agreement. Any such notice shall be deemed to have been duly served if: (i) delivered personally, at the time of delivery; or (ii) sent by commercial courier, at the time of signature of the courier's delivery receipt; or (iii) sent by pre-paid first class post or recorded delivery, 9.00 am on the second business day (being a day other than a Saturday or Sunday on which banks are open for business in London) after posting.
- 7.11 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- 7.12 This Agreement may only be varied in writing signed by each of the Parties.
- 7.13 No delay or omission by any Party to this agreement in exercising any right, power or remedy provided by law or under this agreement shall affect that right, power or remedy or operate as a waiver of it. The single or partial exercise of any right, power or remedy provided by law or under this Agreement shall not unless otherwise expressly stated preclude any other or further exercise of it or the exercise of any other right, power or remedy. The rights, powers and remedies provided in this Agreement are cumulative and not exclusive of any rights, powers and remedies provided by law.
- 7.14 This Agreement is to be governed by and construed in accordance with English law. Any matter, claim or dispute arising out of or in connection with this agreement, whether contractual or non-contractual, is to be governed by and determined in accordance with English law. Each Party irrevocably submits and agrees to submit to the jurisdiction of the courts of England.