

This LICENSED FoRM PROVIDER AGREEMENT
LICENSED FoRM PROVIDER APPLICATION FORM

PART A: LICENSED FoRM PROVIDER DETAILS

A1 Contact Information										
A1.1	Legal Name									
A1.2	Trading Name (if any)									
A1.3	Registration number (if any)									
A1.4	Registered / principal office address									
A1.5	Website, if applicable									
A1.6	Name of Responsible Officer									
A1.7	Job Title of Responsible Officer									
A1.8	Telephone Number (including international codes)									
A1.9	Email Address									
A2 Resources										
A2.1	<p>Please describe the training resources to be provided by the Licensed FoRM Provider, including the training room(s) and training equipment. Supply photographs where possible.</p> <p>Indicate if the course will be delivered on clients' premises.</p>									
A3 Marketing and Promotion										
A3.1	Territory in which you intend to deliver the FoRM course									
A3.2	Indicate on which basis you intend to deliver the FoRM course <input type="checkbox"/> Open/Public <input type="checkbox"/> In-company <input type="checkbox"/> Both									
A3.3	Describe how you will promote the FoRM course									
A4 Policies										
A4.1	Please attach your policies or indicate your commitment to adopting IRM's: <table style="width: 100%; border: none;"> <tr> <td style="width: 60%;"></td> <td style="text-align: center; width: 20%;">Own attached</td> <td style="text-align: center; width: 20%;">Committed to IRM's</td> </tr> <tr> <td>Equality and Diversity</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>Complaints</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> </table>		Own attached	Committed to IRM's	Equality and Diversity	<input type="checkbox"/>	<input type="checkbox"/>	Complaints	<input type="checkbox"/>	<input type="checkbox"/>
	Own attached	Committed to IRM's								
Equality and Diversity	<input type="checkbox"/>	<input type="checkbox"/>								
Complaints	<input type="checkbox"/>	<input type="checkbox"/>								

PART B: TRAINER DETAILS (COMPLETE FOR EACH TRAINER)

TRAINER 1

B1 Contact Information		
B1.1	Name of Trainer	
B1.2	Telephone Number (including international codes)	
B1.3	Email Address	
B2 Qualifications		
B2.1	Please confirm the Trainer is a qualified Member of the IRM (IRMCert or higher) Or Indicate alternative qualification in Risk Management (degree level required)	<input type="checkbox"/> Tick box and provide membership number: _____ _____ Copy of certificate must be attached.
B3 Work Experience		
B3.1	Describe any experience the Trainer has of working as a Risk Manager or advising on risk management.	
B4 Training Experience		
B4.1	Please describe the Trainer's experience of delivering training courses (including the audiences to whom the Trainer has delivered training, the topics of training and for how long the individual has been a trainer). Indicate if the Trainer is recognised by any other professional associations.	
B4.2	Provide the names and contact details (telephone number and email address) of two referees who can verify the quality of the Trainer's training delivery. These could be either line managers or clients.	Name: Organisation: Tel: Email: Name: Organisation: Tel: Email:

TRAINER 2

B1 Contact Information		
B1.1	Name of Trainer	
B1.2	Telephone Number (including international codes)	
B1.3	Email Address	
B2 Qualifications		
B2.1	Please confirm the Trainer is a qualified Member of the IRM (IRMCert or higher) Or Indicate alternative qualification in Risk Management (degree level required)	<input type="checkbox"/> Tick box and provide membership number: _____ _____ Copy of certificate must be attached.
B3 Work Experience		
B3.1	Describe any experience the Trainer has of working as a Risk Manager or advising on risk management.	
B4 Training Experience		
B4.1	Please describe the Trainer's experience of delivering training courses (including the audiences to whom the Trainer has delivered training, the topics of training and for how long the individual has been a trainer). Indicate if the Trainer is recognised by any other professional associations.	
B4.2	Provide the names and contact details (telephone number and email address) of two referees who can verify the quality of the Trainer's training delivery. These could be either line managers or clients.	Name: Organisation: Tel: Email: Name: Organisation: Tel: Email:

PART C: FEES

1. The Licensed FoRM Provider shall pay the Application Fee, FoRM Trainer’s Resource Pack Fee and any Additional Trainer Fee on submission of the Application Form to IRM.
2. IRM shall not refund the Application Fee in any circumstances, including, refusal by IRM of the Licensed FoRM Provider’s Application Form or withdrawal by the Licensed FoRM Provider of its Application Form.
3. IRM shall refund the FoRM Trainer’s Resource Pack Fee and any Additional Trainer Fee paid by the Licensed FoRM Provider if this Agreement does not take effect for any reason, including, refusal by IRM of the Licensed FoRM Provider’s Application or withdrawal by the Licensed FoRM Provider of its Application Form.
4. The Fees are as follows:

Initial fees	
Application Fee (inclusive of approval of 2 Trainers)	£1,750
Additional Trainer Fee	£1000 per additional Trainer
FoRM Trainer’s Resource Pack Fee	£5000
Ongoing fees	
Certification Fee	£20/£30 per soft/hard copy
Annual Renewal Fee	£3,000

PART D: AGREEMENT FORMATION

1. Unless otherwise defined in this Application Form, terms used in this Application Form shall have the meaning given to those terms in the Licensed FoRM Provider Terms & Conditions.
2. This Application Form shall be treated as an offer by the Licensed FoRM Provider to enter into the Agreement with IRM, but shall not be binding on IRM.
3. The Agreement shall come into effect and become binding and enforceable on each Party as from the Commencement Date and shall continue for the Term, unless terminated earlier in accordance with the provisions of this Agreement, provided that IRM has notified the Licensed FoRM Provider that its application to deliver FoRM has been approved by IRM.

PART E: SIGNATURE

1. The signatory confirms, on behalf of the Licensed FoRM Provider, that the information provided in this Application Form is complete and accurate.
2. The signatory confirms that he or she has obtained all required authorisations to enable him or her to enter into the Agreement on behalf of the Licensed FoRM Provider.
3. The signatory accepts the Agreement, including the Licensed FoRM Provider Terms & Conditions, on behalf of the Licensed FoRM Provider and acknowledges that the Agreement will come into effect and become binding and enforceable on each Party as from

the Commencement Date, provided that IRM has notified the Licensed FoRM Provider that the application to deliver FoRM has been approved by IRM.

Signed by the following signatory, for and on behalf of the Licensed FoRM Provider:

Name: _____

Signature: _____

Job Title: _____

Date: _____

LICENSED FoRM PROVIDER AGREEMENT

LICENSED FoRM PROVIDER TERMS & CONDITIONS

BETWEEN:

- (1) IRM TRADING LIMITED, a company incorporated and registered in England and Wales, company number 10242347, whose registered office is at 2nd Floor, Sackville House, 143-149 Fenchurch Street, London EC3M 6BN (“**IRM**”); and
 - (2) The company or entity specified in the Application Form (“**Licensed FoRM Provider**”);
- each a “**Party**” and together the “**Parties**”.

BACKGROUND:

- (A) IRM is the leading body for professional Enterprise Risk Management and amongst other activities, provides qualifications and training.
- (B) FoRM is a course that covers the fundamentals of enterprise risk management encompassing the theory and practice of risk management in-line with the ISO 31000 framework amongst other standards.
- (C) The Licensed FoRM Provider now wishes to deliver FoRM, and IRM wishes to authorise the Licensed FoRM Provider to deliver FoRM on the terms and subject to the conditions of this Agreement.

AGREED TERMS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 The following terms used in the Agreement (including the section headed “Background” above) shall have the following meanings:

“Additional Trainer Fee”	the fee set out in the Application Form for each additional or replacement Trainer;
“Agreement”	the Agreement is comprised, in descending order of precedence in the event of any conflict or ambiguity, of: (a) these Licensed FoRM Provider Terms & Conditions; and (b) the Application Form;
“Annual Renewal Fee”	the fee set out in the Application Form;
“Application Fee”	the fee set out in the Application Form;
“Application Form”	the completed application form submitted by the Licensed FoRM Provider to IRM for the purpose of being approved to deliver FoRM;
“Business Day”	a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
“Certification Fee”	the fee set out in the Application Form;

“Change of Control”	the change of the person who determines the affairs of the Licensed FoRM Provider, either by means of majority shareholding, voting power or the terms of any constitution or contract;
“Commencement Date”	the date notified by IRM to the Licensed FoRM Provider;
“Confidential Information”	any and all information, data and material of any nature in whatever form and however conveyed or presented belonging to a Party, which the other Party may receive or obtain in connection with this Agreement, and all other information of a confidential nature (including, without limitation, any other non-public information relating to the business, financial or other affairs of a Party, its operations, processes, plans or intention, know-how, trade secrets, market opportunities, business affairs, technology, technical, production and other product conditions and information of commercial value), information specifically designated as confidential, any information supplied by any third party in relation to which a duty of confidentiality is owed or arises, and any other information which should otherwise be reasonably regarded as possessing a quality of confidence, which may become known to the other Party;
“Data Protection Regulations”	any Regulations relating to the processing, privacy or use of Personal Data as applicable to IRM, the Licensed FoRM Provider, the delivery of FoRM and/or this Agreement; and “Personal Data” shall have the meaning given to it in the relevant Data Protection Regulations;
“Extended Term”	one Year beginning from the end of the Initial Term or any Extended Term;
“Fees”	the Application Fee, Additional Trainer Fee, FoRM Trainer’s Resource Pack Fee, Certification Fee and the Annual Renewal Fee (as applicable);
“Force Majeure Event”	an event or sequence of events beyond a Party’s reasonable control (which could not reasonably have been anticipated and avoided by a Party or avoided by a Party by taking reasonable precautions) preventing or delaying it from performing its obligations hereunder, including without limitation war, revolution, terrorism, riot or civil commotion; strikes, lock outs or other industrial action; acts of or restrictions imposed by government or public authority; explosion, fire, corrosion, flood, natural disaster, or adverse weather conditions;
“FoRM”	the fundamentals of risk management course that the Licensed FoRM Provider is approved to deliver under the terms of this Agreement;
“FoRM Trainer’s Resource Pack”	the resource pack for delivery of FoRM provided to the Licensed FoRM Provider, as amended by, or on behalf of, IRM from time to time;
“FoRM Trainer’s Resource Pack Fee”	the fee set out in the Application Form;
“Initial Term”	one Year beginning from the Commencement Date;

“Insolvency Event”	in relation to either Party, that Party: (a) is unable to pay its debts or becomes insolvent or bankrupt; (b) is the subject of an order made or a resolution passed for its administration, winding-up or dissolution; (c) is subject to any proceedings for the appointment of an administrative or other receiver, manager, trustee, liquidator, administrator, or similar officer over all or any substantial part of its assets; (d) proposes or enters into any composition or arrangement with its creditors generally (except for the purposes of a bona fide solvent amalgamation, reconstruction or re-organisation (provided this does not materially reduce the assets of that Party)); or (e) is subject to an analogous event to any of the foregoing in any jurisdiction;
“Intellectual Property Rights”	any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the “look and feel” of any websites;
“IRM Licensed FoRM Provider Logo”	the logo designated by IRM from time to time for use by the Licensed FoRM Provider in connection with FoRM as set out in Appendix 1 to this Agreement and as amended, supplemented and updated from time to time from time to time by notice to the Licensed FoRM Provider;
“IRM Policies and Procedures”	the policies and procedures applicable to the Licensed FoRM Provider made available to the Licensed FoRM Provider, as amended, supplemented and updated from time to time;
“Learner”	a person who is registered by the Licensed FoRM Provider to take FoRM and to be assessed as part of FoRM;
“Regulations”	any law, enactment or regulation, any regulatory policy, guideline, order, direction, requirement or industry code of any Regulatory Authority applicable to any part of IRM, the Licensed FoRM Provider, FoRM and/or this Agreement;
“Regulatory Authority”	any person having governmental, regulatory, supervisory or other competent authority under any applicable Regulations or otherwise over any part of IRM, the Licensed FoRM Provider, FoRM and/or this Agreement;
“Responsible Officer”	the person specified in the Application Form and as amended from time to time in accordance with clause 4.3;
“Review”	has the meaning given to it in clause 10.1;
“Review Criteria”	the key criteria for the Review as notified to the Licensed FoRM Provider by IRM and as amended, supplemented and updated from time to time;
“Term”	the Initial Term and each Extended Term (if any);

- “**Territory**” the geographical area(s) where the Licensed FoRM Provider is approved to deliver FoRM, as set out in the Application Form;
- “**Trainer**” each Trainer appointed by the Licensed FoRM Provider following approval of the Trainer by IRM;
- “**VAT**” value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax levied (whether in the UK or any other jurisdiction);
- “**Workforce**” persons available for work (including employees, workers and contractors);
- “**Year**” a period of 12 months beginning from the Commencement Date.
- 1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 The Agreement shall be binding on, and enure to the benefit of, the Parties to the Agreement and their respective successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
- 1.6 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.7 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
2. **COMMENCEMENT, TERM AND FEES**
- 2.1 The Licensed FoRM Provider's Application Form to deliver FoRM shall be treated as an offer to enter into this Agreement with IRM, but shall not be binding on IRM.
- 2.2 The Agreement shall come into effect and become binding and enforceable on each Party as from the Commencement Date and shall continue for the Term, unless terminated earlier in accordance with the provisions of this Agreement, provided that IRM has notified the Licensed FoRM Provider that its application to deliver FoRM has been approved by IRM.
- 2.3 The Licensed FoRM Provider shall pay the Application Fee, and any Additional Trainer Fee on submission of the Application Form to IRM.
- 2.4 IRM shall not refund the Application Fee in any circumstances, including, refusal by IRM of the Licensed FoRM Provider's Application Form or withdrawal by the Licensed FoRM Provider of its Application Form.

- 2.5 The Licensed FoRM Provider will be notified of the success or otherwise of its application. A successful application will result in the Licensed FoRM Provider being invoiced by IRM for the FoRM Trainer's Resource Pack, which will be sent out within 5 working days of receipt of payment.
- 2.6 At the end of the Initial Term or any Extended Term this Agreement shall automatically continue for the Extended Term or further Extended Term provided that the Licensed FoRM Provider has successfully passed the Review, unless terminated earlier in accordance with the provisions of this Agreement.
- 2.7 The Licensed FoRM Provider shall pay the Annual Renewal Fee on each anniversary of the Commencement Date, unless the Agreement is terminated by either Party in accordance with the provisions of this Agreement prior to the anniversary of the Commencement Date or the Licensed FoRM Provider fails to pass any Review.
3. **PROVISION OF FoRM**
- 3.1 IRM licenses the Licensed FoRM Provider to deliver FoRM in English (unless otherwise agreed by IRM in writing), only through the Trainers and only in the Territory on a non-exclusive basis for the Term subject to the terms and conditions of this Agreement.
- 3.2 The Licensed FoRM Provider shall deliver, and shall procure that each Trainer delivers, FoRM to Learners with reasonable care, skill and diligence, strictly in accordance with:
- 3.2.1 the FoRM Trainer's Resource Pack; and
 - 3.2.2 IRM Policies and Procedures, all applicable Regulations and all further IRM instructions.
- 3.3 Licensed providers must deliver a minimum of 5 public FoRM deliveries per year to achieve market penetration. Each delivery must have a minimum of 6 participants attend the course so as to facilitate for an interactive and varied learning experience. For the avoidance of doubt, the Licensed FoRM Provider and its Trainers shall not deviate from the FoRM Trainer's Resource Pack.
- 3.4 The Licensed FoRM Provider shall, and shall procure that the Trainers shall, at all times:
- 3.4.1 use its best endeavours to protect the interest of Learners in connection with the delivery of FoRM;
 - 3.4.2 comply with any requests for information or documents made by IRM promptly, and not later than within 48 hours from the receipt of a request;
 - 3.4.3 provide assistance, on request, to IRM in carrying out any of its monitoring activities and co-operate with IRM in all matters related to the delivery of FoRM, including by allowing IRM's staff and agents access to any of the Licensed FoRM Provider's offices and teaching, examination and assessment sites and its Workforce;
 - 3.4.4 promptly notify IRM if it becomes subject to a Change of Control, insolvency proceedings, if it is unable to pay its debts, stops trading or commences winding down process;

- 3.4.5 promptly notify IRM if it becomes subject to any enforcement or regulatory proceedings in the Territory that may affect its ability to deliver FoRM in accordance with this Agreement; and
- 3.4.6 act in a manner which, in the opinion of IRM, does not and is not likely to damage the good name, image, reputation, or other Intellectual Property Rights of IRM.
- 3.5 The Licensed FoRM Provider shall be solely responsible for obtaining (at its own cost and expense) any licences or permits necessary for the delivery of FoRM in the Territory (if any).
- 3.6 The Licensed FoRM Provider warrants to IRM on a continuing basis that it has complied with and shall comply with all Regulations affecting the delivery of FoRM in the Territory during the Term.
- 3.7 Where the Licensed FoRM Provider delivers FoRM publicly to third parties, it shall only deliver FoRM at the training, and assessment venues stated in the Application Form, as may be added or removed with the prior written approval of IRM.
- 3.8 The Licensed FoRM Provider shall not, and shall procure that its Trainers and Workforce do not, hold itself or themselves out as authorised to provide any of IRM's other services, courses or qualifications whatsoever.
- 4. **RESPONSIBLE OFFICER**
- 4.1 The Licensed FoRM Provider's Responsible Officer shall have the authority to act on behalf of, and bind, the Licensed FoRM Provider on all matters relating to FoRM and this Agreement in relation to dealings with IRM.
- 4.2 The Responsible Officer shall be responsible for the overall governance and management of the FoRM on behalf of the Licensed FoRM Provider and for managing the effective delivery of FoRM.
- 4.3 If at any time the Licensed FoRM Provider proposes to replace the Responsible Officer, it shall notify IRM promptly in writing with the name(s) of the successor Responsible Officer. IRM shall have 2 Business Days to object to any proposed successor but IRM shall not unreasonably refuse to accept the nominated successor(s). If the successor(s) is not acceptable to IRM on reasonable grounds, the Parties shall negotiate in good faith to enable the Licensed FoRM Provider to nominate such appropriate individual(s) acceptable to each Party.
- 5. **RESOURCES**
- 5.1 The Licensed FoRM Provider shall seek IRM's prior written approval if it wishes to appoint any additional or replacement Trainers.
- 5.2 If the Licensed FoRM Provider seeks IRM's approval in accordance with clause 5.1, the Licensed FoRM Provider shall:
 - 5.2.1 pay the Additional Trainer Fee to IRM for each proposed Trainer (whether the Trainer is an additional Trainer or a replacement) that the Licensed FoRM Provider seeks to appoint;

- 5.2.2 provide the details of each proposed Trainer to IRM, including his or her name, experience and qualifications in such form as may be prescribed by IRM from time to time;
 - 5.2.3 ensure each proposed Trainer is qualified to at least the level of the IRM Certificate in Risk Management or equivalent, and be members of IRM and provide IRM with the relevant evidence;
 - 5.2.4 ensure each proposed Trainer has at least 2 years' training experience and to provide to IRM the details of referees who will testify to the quality of the Trainer's risk training capability; and
 - 5.2.5 provide IRM with such other information about each proposed Trainer that IRM may request.
- 5.3 IRM shall assess each application for proposed Trainers submitted by the Licensed FoRM Provider to IRM in accordance with clause 5.1 and 5.2 as soon as reasonably practicable. IRM may, in its absolute discretion, approve the proposed Trainer, refuse approval or approve the proposed Trainer subject to the satisfaction by the Licensed FoRM Provider of any conditions notified by IRM.
- 5.4 For the avoidance of doubt, each Trainer shall be engaged by the Licensed FoRM Provider at all times at the sole cost and expense of the Licensed FoRM Provider. Nothing in this Agreement shall render any Trainer an employee, worker, agent or partner of IRM and the Licensed FoRM Provider shall procure that each Trainer does not hold himself or herself out as such.
- 5.5 During the Term the Licensed FoRM Provider shall:
- 5.5.1 procure that each Trainer undertakes Continuing Professional Development ("CPD") relevant to risk management and the Licensed FoRM Provider shall submit each Trainer's CPD record to IRM prior to each Review;
 - 5.5.2 procure that each of its Trainers do not deliver FoRM independently, except through the Licensed FoRM Provider;
 - 5.5.3 provide each Trainer with appropriate training and professional development to ensure maintenance and development of the appropriate level of skills and competence, in accordance with good industry practice and any IRM's directions from time to time, in connection with the delivery of FoRM
 - 5.5.4 retain a Workforce of appropriate size and competence to undertake the delivery of FoRM, including sufficient managerial and other resources to enable it effectively and efficiently deliver FoRM;
 - 5.5.5 maintain an appropriate level of financial resources to support the delivery of FoRM in accordance with this Agreement; and
 - 5.5.6 regularly monitor the resources it requires in order to deliver FoRM to the Learners.

6. MALPRACTICE, MALADMINISTRATION AND CONFLICTS OF INTEREST

- 6.1 The Licensed FoRM Provider shall take all reasonable steps to prevent the occurrence of any malpractice or maladministration in the delivery of FoRM and where incidents of malpractice or maladministration are identified, take all reasonable steps to investigate and properly resolve such incidents.
- 6.2 The Licensed FoRM Provider shall take appropriate steps to ensure that neither the Licensed FoRM Provider nor any of its Workforce (including the Trainers) is placed in a position where, in the opinion of IRM, there is or may be an actual conflict or a potential conflict between the interests (financial or otherwise) of the Licensed FoRM Provider and the provision of FoRM and/or the duties owed by the Licensed FoRM Provider to IRM under this Agreement. The Licensed FoRM Provider must disclose full particulars concerning any such actual or potential conflict of interest to IRM in writing as soon as it becomes aware of them.
- 6.3 IRM reserves the right to terminate this Agreement with immediate effect by written notice to the Licensed FoRM Provider and/or to take such other steps it considers necessary where, in the opinion of IRM, there is or may be an actual or potential conflict of interest. Any step taken by IRM under this clause 6.3 shall be without prejudice to any other steps or remedies available to it under this Agreement.

7. REGISTRATION AND ASSESSMENTS

- 7.1 The Licensed FoRM Provider shall:
 - 7.1.1 ensure that any fee that it charges to Learners for the FoRM delivery shall not exceed the rate set by the IRM, be fair, reasonable and non-discriminatory, in the reasonable opinion of IRM;
 - 7.1.2 Use its best endeavours to verify that the identity and information provided by the Learners upon registration is accurate and complete;
 - 7.1.3 register Learners promptly upon enrolment with the Licensed FoRM Provider;
 - 7.1.4 take all reasonable steps to ensure that Learners are fully informed about the requirements of FoRM, as set out in the relevant FoRM specifications and guides published by IRM from time to time;
 - 7.1.5 provide appropriate support to Learners;
 - 7.1.6 take all reasonable steps to ensure that:
 - (a) assessments are administered effectively and efficiently, and in accordance with any specifications prescribed by IRM from time to time;
 - (b) any material produced by a Learner in an assessment is generated by that Learner; and
 - (c) where an assessment is required to be completed under specified conditions, Learners

complete the assessment under those conditions (except where IRM Policies and Procedures on equality and diversity policy and/or access

7.1.7 arrangements, reasonable adjustments and special consideration require otherwise);

7.1.8 ensure that the security of assessment materials is maintained at all times and is not in any way compromised; take all reasonable steps to ensure that no person connected to it, or previously connected to it, discloses or causes to be disclosed information about any assessment or the content of any assessment materials where that information is confidential. The provisions of clause 15 (Confidential Information) shall apply to any such confidential information; and

7.2 At the end of each assessment, the Licensed FoRM Provider shall promptly send to IRM (at its sole cost and expense), and in any event within 1 Business Day, the completed assessment papers for each Learner and the Certification Fee for each Learner and completed course evaluation forms (including partially completed forms). IRM shall, within 10 Business Days following receipt of the assessment papers and the Certification Fees and course evaluation forms, send to the Responsible Officer certificates in the requested format for each Learner that has successfully passed the assessment. The Responsible Officer shall be responsible for distributing the certificates to Learners within 10 Business Days of receipt, at the sole cost and expense of the Licensed FoRM Provider.

8.

PROMOTION

8.1

The Licensed FoRM Provider shall:

8.1.1 be solely responsible for promoting and marketing FoRM within the Territory and its sole cost and expense;

8.1.2 observe all directions and instructions given to it by IRM for promotion and advertisement of FoRM.

8.2 The Licensed FoRM Provider shall not make any statement in relation to a FoRM which is likely to mislead Learners, potential Learners or any other persons, or which is not consistent with any specifications and guides issued by IRM in respect of FoRM.

8.3 The Licensed FoRM Provider shall, and shall procure that each Trainer shall, offer a period of up to 12 months' free affiliate membership of IRM to all Learners by distributing IRM membership literature and membership application form to all Learners, collecting completed membership application forms and promptly sending all such completed membership application forms to IRM.

9. REVIEW, MONITORING AND COMPLAINTS

9.1 The Licensed FoRM Provider shall ensure that all aspects of the delivery of FoRM are subject to monitoring and review, and are in accordance with the terms of this Agreement at all times, in particular the Licensed FoRM Provider shall invite each Learner to complete a course evaluation form by circulating to each Learner the hyperlink to an online course evaluation form, as provided to the Licensed FoRM Provider by IRM.

9.2 The Licensed FoRM Provider shall provide to IRM:

9.2.1 the results of such monitoring and review to IRM; and

9.2.2 any other feedback on FoRM from Learners.

9.3 The Licensed FoRM Provider shall operate an effective and appropriate complaints handling procedure for the benefit of Learners, in compliance with the relevant IRM Policies and Procedures.

10. REVIEW

10.1 IRM may review the delivery of FoRM by the Licensed FoRM Provider and the operation of this Agreement prior to the end of the Initial Term or any Extended Term or otherwise at any time that IRM may determine in its absolute discretion (each a “**Review**”). IRM may undertake a Review of the Licensed FoRM Provider by engaging a “mystery shopper” who will be a prospective Learner or a Learner that undertakes FoRM with the Licensed FoRM Provider.

10.2 The quality of the Licensed FoRM Provider’s delivery of FoRM shall be measured against the Review Criteria, IRM’s Policies and Procedures and the terms of this Agreement.

10.3 The Licensed FoRM Provider shall institute and maintain a properly documented system of performance monitoring which is to the satisfaction of IRM, ensures that the Review Criteria are met and complies with IRM’s Policies and Procedures and the terms of this Agreement.

10.4 If in the reasonable opinion of IRM, the Licensed FoRM Provider fails to perform to the level of a Review Criteria in respect of the delivery of FoRM or fails to deliver FoRM in accordance with IRM’s Policies and Procedures and the terms of this Agreement, IRM may either terminate the Agreement with immediate effect by giving written notice to the Licensed FoRM Provider or issue a notice to the Licensed FoRM Provider (“**Performance Notice**”). If IRM issues a Performance Notice to the Licensed FoRM Provider, the Licensed FoRM Provider shall produce a corrective action plan within 5 Business Days, which will be agreed by the Parties. The corrective action plan shall set out the improvement in performance that should be achieved by the Licensed FoRM Provider and the time periods in which to achieve the improvements.

10.5 Where a corrective action plan cannot be agreed between the Parties within 5 Business Days or the Licensed FoRM Provider does not undertake or achieve the actions set out in the corrective action plan, or the agreed improvement in performance is not achieved by the Licensed FoRM Provider before the end of such period identified in the correction action plan, without prejudice to any other rights or remedies of IRM, IRM may terminate the Agreement with immediate effect by giving written notice to the Licensed FoRM Provider.

11. IRM OBLIGATIONS

11.1 IRM shall:

11.1.1 provide the Licensed FoRM Provider with one copy of the FoRM Trainer’s Resource Pack in hard-copy format; and one electronic copy for the presentation of slides, Learners’ pack and any other resources that require printing;

11.1.2 subject to the Licensed FoRM Provider paying the relevant fees and costs, provide such additional training as may be requested;

- 11.1.3 provide such guidance to the Licensed FoRM Provider as may be reasonably requested or required in respect of the delivery of FoRM;
- 11.1.4 make available any information reasonably necessary and requested by the Licensed FoRM Provider to assist it with the delivery of FoRM.

12. ANTI-BRIBERY AND ANTI-CORRUPTION

12.1 Each Party warrants and represents that neither it nor its officers, employees or agents or any other person on its behalf or for its benefit or with its knowledge:

- 12.1.1 has, in relation to this Agreement, or any contract or arrangement previously in force between IRM and the Licensed FoRM Provider or the persons who control directly or indirectly Licensed FoRM Provider, made, given, offered or accepted or promised to make, give, offer or accept any gift, consideration, bribe or financial advantage ("**Bribe**") as an inducement or reward for any person to improperly perform or not perform his or her functions or duties whether of a public nature, connected with a business or as employee officer or agent or to obtain or retain business for, or an advantage in the conduct of any business of IRM or any other company in or associated with IRM; and
- 12.1.2 will in relation to any such future contract or arrangement or activities pursuant to this Agreement or the supply or marketing of any such products or services make, give, offer or accept or promise to make, give, offer or accept any Bribe as an inducement or reward for any person to improperly perform, or not perform such functions or duties or to obtain or retain business for, or an advantage in the conduct of any business for IRM, or any other company in or associated with IRM.

12.2 Each Party undertakes to the other that it shall comply with all:

- 12.2.1 relevant, ethical and legal requirements in the United Kingdom and any other jurisdiction relating to this Agreement; and
- 12.2.2 all applicable Regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010, the US Foreign Corrupt Practices Act 1977, in force (from time to time) in the United Kingdom and the United States of America respectively, or in the Territory or any other jurisdiction relating to this Agreement.

13. DATA PROTECTION

13.1 Each Party shall comply with the Data Protection Regulations that apply to it in relation to any Personal Data handled or processed in connection with this Agreement.

13.2 The Licensed FoRM Provider shall procure the written consent from each Trainer, each prospective Trainer, the Responsible Officer, each prospective Responsible Officer and each member of the Licensed FoRM Provider's Workforce that is engaged in the delivery of FoRM to:

- 13.2.1 IRM holding and processing data, including Personal Data, relating to each person specified in this clause 13.2 for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Regulations) including, as appropriate information

relating to any criminal proceedings in which any person specified in this clause 13.2 has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties;

13.2.2 IRM making any data, including Personal Data, relating to each person specified in this clause 13.2 available to those who provide products or services to IRM such as advisers, Regulatory Authorities and potential purchasers of IRM or any part of its business;

13.2.3 the transfer of data, including Personal Data, relating to each person specified in this clause 13.2 to IRM's business contacts outside the European Economic Area in order to further its business interests, and

the Licensed FoRM Provider shall provide such evidence of its compliance with this clause 13.2 as IRM may request from time to time.

14. **INTELLECTUAL PROPERTY RIGHTS**

14.1 In consideration for the provision of the services to the Learners under this Agreement, IRM hereby grants the Licensed FoRM Provider for the Term, a non-exclusive, revocable and non-transferable right (with no rights to sub-license) to:

14.1.1 use the IRM Licensed FoRM Provider Logo;

14.1.2 use the Intellectual Property Rights in the FoRM Trainer's Resource Pack; and

14.1.3 use such of IRM's other Intellectual Property Rights as IRM may permit in writing in connection with this Agreement;

only for the purpose of only offering and delivery FoRM in accordance with the terms of this Agreement.

14.2 The Licensed FoRM Provider must ensure that all materials (including online materials) using IRM's Intellectual Property Rights produced by or on behalf of the Licensed FoRM Provider comply with:

14.2.1 any limitations and/or restrictions on use which may be communicated to the Licensed FoRM Provider by IRM from time to time;

14.2.2 any branding and copy guidelines issued by IRM from time to time; and

14.2.3 any specific guidance provided by IRM.

14.3 The Licensed FoRM Provider acknowledges and agrees that all of IRM's Intellectual Property Rights shall vest in IRM and apart from the licence granted pursuant to clause 14.1, this Agreement does not transfer any interest in IRM's Intellectual Property Rights.

14.4 All Intellectual Property Rights developed or created by the Licensed FoRM Provider in collaboration with IRM in relation to FoRM shall be owned by IRM. To the extent that the Licensed FoRM Provider or its representatives are the first owners of any such intellectual property in any works in connection with FoRM, the Licensed FoRM Provider hereby assigns all such rights with full title guarantee to IRM.

- 14.5 The Licensed FoRM Provider shall promptly give written notice to IRM of any actual, threatened or suspected infringement of any IRM's Intellectual Property Rights of which it becomes aware.
- 14.6 The Licensed FoRM Provider shall ensure that it does not suggest in any way that it is owned or controlled by IRM or that it has been franchised by IRM. The IRM Licensed FoRM Provider Logo and certificate of approval are the only valid proof that IRM has licensed the Licensed FoRM Provider to deliver FoRM.
- 14.7 The Licensed FoRM Provider will not use, register or attempt to register any mark, design, business name or domain name consisting or comprising or being confusingly similar to any of IRM's Intellectual Property Rights, or do or permit to be done any act that may weaken, damage or be otherwise detrimental to the reputation or goodwill associated with IRM, or may interfere with or jeopardise the registration and/or validity of IRM's Intellectual Property Rights.
- 14.8 IRM acknowledges and agrees that, as between the Licensed FoRM Provider and IRM, the Licensed FoRM Provider owns all the data in the database of Learners created by the Licensed FoRM Provider ("**Database of Learners**") and that all Intellectual Property Rights in the Database of Learners are the property of the Licensed FoRM Provider.
- 14.9 The Licensed FoRM Provider grants to IRM a non-exclusive and perpetual licence to use the Database of Learners and the data contained therein in connection with this Agreement and all of IRM's business purposes as it may determine in its discretion.
- 14.10 For the avoidance of doubt, a breach of any of the provisions of this clause 14 shall be deemed to constitute a material breach of this Agreement.
- 14.11 This clause 14 shall survive expiry or termination of this Agreement.
15. **CONFIDENTIALITY**
- 15.1 Each Party ("**Recipient**") undertakes to treat as confidential all Confidential Information of the other Party ("**Disclosing Party**") and shall not disclose it to third parties, save as provided in clauses 15.2 and 15.4.
- 15.2 The Recipient may only use the Confidential Information for the purposes of this Agreement and may provide its employees, directors, subcontractors, agents, third party suppliers and professional advisers ("**Permitted Users**") with access to the Confidential Information only to the extent and as required for the performance of this Agreement. The Recipient shall ensure that each of its Permitted Users is bound to hold all Confidential Information in confidence to the standard required under this Agreement and complies with such obligations of confidence.
- 15.3 This clause 15 shall not apply to any information which:
- 15.3.1 enters the public domain other than as a result of a breach of this clause 15;
- 15.3.2 is received from a third party which is not known (and ought not to be known) to the Recipient to be under a confidentiality obligation in respect of that information;

- 15.3.3 is independently developed by the Recipient without use of the Disclosing Party's Confidential Information; or
 - 15.3.4 was lawfully in the possession of the Recipient prior to disclosure (as evidenced by the records of the Recipient).
- 15.4 The Recipient may disclose Confidential Information where required to do so by any Regulations. In these circumstances, the Recipient shall give the Disclosing Party prompt advance written notice of the disclosure (where lawful and practical to do so) so that the Disclosing Party has sufficient opportunity (where possible) to prevent or control the manner of disclosure by appropriate legal means.
- 15.5 This clause 15 will remain in force notwithstanding termination of this Agreement.
- 16. PAYMENT OF THE FEES**
- 16.1 The Licensed FoRM Provider shall pay the Fees in pounds Sterling.
- 16.2 Unless otherwise stated, the Fees are exclusive of VAT (if applicable) and/or any equivalent sales tax in the Territory.
- 16.3 The Licensed FoRM Provider shall make payment of all invoices presented by IRM by such date as specified by IRM or where no date is specified within 28 days of the date of the invoice, or such other date as may be agreed by IRM in writing.
- 16.4 All amounts due from the Licensed FoRM Provider to IRM shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law). If any such deduction or withholding is required, the Licensed FoRM Provider shall, when making the payment to which the deduction or withholding relates, pay to IRM such additional amount as will ensure that IRM receives the same total amount that it would have received if no such withholding or deduction had been required.
- 16.5 IRM reserves the right, at any time and without notice to the Licensed FoRM Provider, to set off any liability of the Licensed FoRM Provider to IRM against any liability of IRM to the Licensed FoRM Provider, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement.
- 16.6 Subject to clauses 2.5 and 22.5, any Fees payable by the Licensed FoRM Provider to IRM are non-refundable.
- 16.7 The Licensed FoRM Provider acknowledges and agrees that it will be responsible for all costs and expenses incurred by it or persons acting on its behalf in connection with this Agreement, including, but not limited to the costs of recruitment and registration of Learners.
- 16.8 IRM may increase the Fees from time to time by giving not less than 30 days' written notice to the Licensed FoRM Provider, such increase taking effect on such date specified in the notice. If such increase is not acceptable to the Licensed FoRM Provider, it may terminate the Agreement by giving 30 days' written notice to IRM within 10 days of receiving the notice of the increase to the Fees. Where notice of termination has been served in accordance with this clause 16.8, IRM shall charge the Licensed FoRM Provider the Fees agreed in the previous year pro-rata to the date of termination of this Agreement.

- 16.9 The Licensed FoRM Provider is solely responsible for the collection, remittance and payments of any taxes, charges, levies, assessments and other fees of any kind imposed by a governmental or other authority in the Territory in connection with the delivery of FoRM.
17. **LIMITATION OF LIABILITY AND INDEMNITY**
- 17.1 Nothing in this Agreement limits or excludes IRM's liability for:
- 17.1.1 death or personal injury caused by its negligence;
 - 17.1.2 fraud or fraudulent misrepresentation; or
 - 17.1.3 any other liability which cannot be limited or excluded by applicable law.
- 17.2 Subject to clause 17.1, IRM shall not be liable to the Licensed FoRM Provider whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:
- 17.2.1 loss of profits;
 - 17.2.2 loss of sales or business;
 - 17.2.3 loss of agreements or contracts;
 - 17.2.4 loss of anticipated savings;
 - 17.2.5 loss of or damage to goodwill;
 - 17.2.6 loss of use or corruption of software, data or information;
 - 17.2.7 any indirect or consequential loss; and
 - 17.2.8 any ex-gratia payments.
- 17.3 Subject to clauses 17.1 and 17.2 no terms, conditions or warranties put forward by the Licensed FoRM Provider or which might otherwise be implied by law or by custom shall form part of the Agreement and all representations, warranties, terms or conditions (statutory or otherwise) as to quality, condition, description or fitness for purpose are hereby excluded.
- 17.4 IRM makes no express or implied representations or warranties with respect to FoRM and guarantees no particular outcome or result.
- 17.5 IRM's liability for any claim or series of connected claims whether in contract, tort (including negligence), breach of statutory duty, or otherwise arising under or in connection with this Agreement shall be limited to a maximum sum equal to the total Fees paid by the Licensed FoRM Provider within the period of 12 months preceding the event giving rise to the claim (or the first of the series of connected claims).
- 17.6 The Licensed FoRM Provider agrees to indemnify IRM on demand against all liabilities, costs, expenses, damages and losses suffered or incurred by IRM, or its Workforce directly, or indirectly, arising from, or in connection with:

- 17.6.1 claims made by the Licensed FoRM Provider or any of its employees or other persons acting on its behalf for any employment-related payment or remuneration;
 - 17.6.2 alleged and/or actual infringement or theft of any Confidential Information or Intellectual Property Rights by the Licensed FoRM Provider's Workforce or other persons engaged in the delivery of FoRM or acting on the Licensed FoRM Provider's behalf; and/or
 - 17.6.3 any claim made against IRM by any third party to the extent that such claim arises as a result of the Licensed FoRM Provider's breach, negligent performance or failure or delay in performing any of its obligations under this Agreement.
- 17.7 For the Term of this Agreement and for 2 years thereafter, the Licensed FoRM Provider will maintain full and comprehensive insurance at a level sufficient to cover any potential risks arising from the Licensed FoRM Provider's operations in connection with this Agreement. Upon request, the Licensed FoRM Provider shall provide to IRM evidence of the validity of the insurance held in accordance with this clause 17.7.

18. TERMINATION

- 18.1 Either Party may terminate this Agreement for any reason by providing not less than 3 months' written notice to the other Party, such notice not to expire prior to the end of the Initial Term or any Extended Term.
- 18.2 Without prejudice to any of its rights or remedies, IRM may terminate this Agreement immediately on written notice if the Licensed FoRM Provider:
 - 18.2.1 fails to pay any of the Fees;
 - 18.2.2 is in material or persistent breach of any term of this Agreement, and if the breach is capable of remedy has failed to remedy it within 14 days of receiving a notice requiring it to do so, or within a reasonable shorter period specified in the notice;
 - 18.2.3 IRM reasonably believes that the Licensed FoRM Provider's conduct is prejudicial to IRM's interests (including, but not limited to, in the case of the Licensed FoRM Provider's breach of any security requirements, malpractice or maladministration in the delivery and assessment of FoRM), or is not consistent with its brand values, guidelines and/or reputation, or may bring IRM into disrepute;
 - 18.2.4 the Licensed FoRM Provider undergoes a Change of Control and such change may, in the sole opinion of IRM, affect the Licensed FoRM Provider's ability to comply with its obligations under this Agreement, is inconsistent with IRM's values and/or reputation, and/or creates, or is likely to create, a conflict of interest;
 - 18.2.5 suffers an Insolvency Event;
 - 18.2.6 is unable to offer FoRM as a result of a change in Regulations in the Territory, or as a result of loss of a licence or permit necessary to deliver FoRM in the Territory.

19. CONSEQUENCES TERMINATION

- 19.1 The Licensed FoRM Provider shall take all reasonable steps to act in the Learners' legitimate best interests in the event of expiry or termination of this Agreement.
- 19.2 Upon expiry or termination of this Agreement (howsoever caused):
- 19.2.1 all outstanding sums payable under this Agreement shall immediately become due and payable;
 - 19.2.2 the Licensed FoRM Provider shall immediately cease to advertise any of FoRM; and
 - 19.2.3 the Licensed FoRM Provider shall immediately cease to use IRM Licensed FoRM Provider Logo in connection with the promotion of any FoRM or other business activities.
- 19.3 Immediately upon termination of this Agreement, the Licensed FoRM Provider shall, at IRM's reasonable request, fulfil those specified obligations to IRM and/or the Learners which remain unfinished as at the date of termination or expiry, and upon completion of such obligations:
- 19.3.1 return the FoRM Trainer's Resource Pack to IRM, including all hard copies and electronic copies, in its possession and in the possession of any Trainers, promptly and in any event within 5 Business Days of the date of termination or expiry;
 - 19.3.2 cease to use any of IRM's property, IRM's Intellectual Property Rights and all of the materials produced by or on behalf of the Licensed FoRM Provider using such IRM's Intellectual Property Rights (and destroy or return any of these at IRM's request) and do such things and execute and deliver all further documents as may be necessary to vest all rights, title and interest to IRM under this Agreement; and
 - 19.3.3 cease to deliver FoRM.
- 19.4 On termination or expiry of this Agreement for any reason whatsoever, if the Licensed FoRM Provider has registered this Agreement and/or itself in respect to the provision of FoRM by the Licensed FoRM Provider with any Regulatory Authority, the Licensed FoRM Provider shall promptly secure the deregistration of the Agreement and/or the Licensed FoRM Provider (as applicable) with all such Regulatory Authorities. The Licensed FoRM Provider undertakes to execute all documents, make all applications, give all assistance and do all acts and things at any time, as may, in the opinion of IRM be necessary or desirable to deregister itself and/or this Agreement (as applicable) with all Regulatory Authorities.
- 19.5 If the Licensed FoRM Provider fails to secure deregistration of itself and/or this Agreement (as applicable) as requested with all Regulatory Authorities on termination or expiry of this Agreement in accordance with clause 19.4, the Licensed FoRM Provider hereby unconditionally and irrevocably agrees to hold harmless and indemnify IRM on demand and keep indemnified from and against all and any claims, losses, charges, civil liability, damages, fines, financial impositions, compensation or costs (including legal costs) suffered or incurred by IRM arising out of or in connection with the Licensed FoRM Provider's failure to comply with clause 19.4.

- 19.6 Termination or expiry of the Agreement for any reason shall be without prejudice to the accrued rights and liabilities of the Parties on the date of such termination or expiry.
- 19.7 The Parties do not anticipate that Transfer of Undertakings (Protection of Employment) Regulations 2006 (“**TUPE**”) shall apply to the termination of the provision of FoRM by the Licensed FoRM Provider under this Agreement because:
- 19.7.1 the Parties do not consider that in the provision of FoRM under this Agreement an organised grouping of resources, which has the objective of pursuing an economic activity, should be required; and
- 19.7.2 at no time will an organised grouping of its employees have as its principal purpose of delivering FoRM,
- and the Licensed FoRM Provider warrants that it shall arrange its affairs in compliance with clauses 19.7.1 and 19.7.2.
- 19.8 On termination or expiry of the Agreement for any reason any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect (including this clause 19).

20. **SUBCONTRACTING**

- 20.1 The Licensed FoRM Provider may not assign, transfer, charge, sub-contract, or otherwise dispose of or delegate (including, but not limited to, appointing an agent) any of its rights, benefits or obligations arising out of this Agreement to any other third party.
- 20.2 IRM may at any time appoint an agent or other representative, assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement.

21. **FORCE MAJEURE**

- 21.1 If a Party is prevented from or delayed in performing any of its obligations under this Agreement by a Force Majeure Event then:
- 21.1.1 the relevant obligations under this Agreement shall be suspended for as long as the Force Majeure Event continues, but only to the extent that the Party is prevented or delayed from performing them;
- 21.1.2 as soon as possible after the start of the Force Majeure Event, the Party shall notify the other of the nature of the Force Majeure Event, the time at which the Force Majeure Event started and the likely effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;
- 21.1.3 it shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement; and
- 21.1.4 as soon as possible after the end of the Force Majeure Event, it shall notify the other Party that the Force Majeure Event has ended, and shall resume performance of its obligations under this Agreement.

21.2 Neither Party shall be in breach of this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement if such delay or failure results from a Force Majeure Event. If the period of delay or non-performance continues for 3 months, the Party not affected may terminate this Agreement by giving written notice to the affected Party.

22. GENERAL

22.1 The Parties do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

22.2 Nothing in this Agreement shall create or evidence a partnership, agency or joint venture between the Parties and neither Party shall have any authority to make representations, act in the name of, or on behalf of, or to otherwise bind the other Party.

22.3 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

22.4 No delay, single or partial exercise or omission of any Party in exercising any right under this Agreement shall operate to impair or waive any such right.

22.5 IRM may on the expiry of 30 days' notice given at any time amend this Agreement. If such variation is not acceptable to the Licensed FoRM Provider, it may terminate the Agreement by giving 30 days' written notice to IRM within 10 days of receiving the notice of the variation. Where notice of termination has been served in accordance with this clause 22.5, IRM shall refund the Licensed FoRM Provider such of the Fees pro-rata to the date of termination of this Agreement.

22.6 If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.

22.7 If one Party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22.8 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.9 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

22.10 Any notice to be given by a Party to another under this Agreement may be personally delivered, or sent by recorded delivery to the registered office address of the other Party or such other address as notified in writing; or by transmission, with due transmission receipt,

to an e-mail address as notified in writing for the purpose. Any personally delivered or e-mailed notice (where there is no bounce-back indicating non-receipt) shall be deemed received on the day it was delivered or sent, if it was delivered or sent on a Business Day before 5.00 pm and otherwise on the next Business Day.

- 22.11 Clause 22.10 shall not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution which must be served in accordance with any directions or the Civil Procedure Rules.
- 22.12 In the event of any conflict or inconsistency between the terms of the English language text of this Agreement and any translation, the English text shall prevail.
- 22.13 This Agreement and any dispute or claim arising out of it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales.
- 22.14 Each Party irrevocably agrees, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. For the sole benefit of IRM, nothing in this clause shall limit the right of IRM to take proceedings against the Licensed FoRM Provider in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

APPENDIX 1

IRM LICENSED FoRM PROVIDER LOGO

