

## 2021 Talking Mats Licence Agreement

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|---|---|--|
| <b>Talking Mats</b>   | TALKING MATS LTD, Company Number SC399879, Registered Office at 2 Beta Centre, Stirling University Innovation Park, Stirling, FK9 4NF |  |
| <b>Trainer</b>  | Licensed Trainer Name   |  |
|   | Organisation Name   |  |
|   | Organisation Registered or main Office address  |  |
| <b>Licence Type</b>   | Partnership                      Organisational Level                      Independent  |  |
|   | Please read the attached <b>Appendix</b> for details of all Licence types, to be sure that you have selected the correct one for you. |  |
| <b>Geographical Area within which the Licence may be used</b> |   |  |
| <b>Additional Restrictions (if any)</b>                       |   |  |

**1. Definitions and Interpretation:**

The following definitions are used in this agreement:

- 1.1 **Additional Restrictions:** those restrictions (if any) detailed on page 1 above under 'Additional Restrictions';
- 1.2 **Geographical Area:** the area(s) within which the Trainer is permitted to exercise the Rights under this Agreement;
- 1.3 **Rights:** the registered trademark 'TALKING MATS' (Trademark Number UK00002375134) and any alternative trade names, trademarks, logos, slogans, colour schemes or other branding approved in writing by Talking Mats for use by the Trainer;
- 1.4 **Licence Fee:** the annual fee to be paid by the Trainer to Talking Mats according to the Licence Type as stated on Page 4 of this Agreement;
- 1.5 **Order Form:** the order form in Section B of the Talking Mats Handbook, completed by the Trainer (either in paper or online format) stating their training requirements;
- 1.6 **Participants:** the participants who will receive the Training Course delivered by the Trainer;
- 1.7 **Start Date:** Means 1 January 2021;
- 1.8 **Talking Mats Handbook:** the handbook compiled by Talking Mats which includes the Order Form, the procedure for operating the Training Course;
- 1.9 **Talking Mats Framework:** the framework developed by the University of Stirling and licenced to Talking Mats which enables people with and without communication difficulties to express their thoughts, feelings and views;
- 1.10 **Training Course:** the specialised training course created and developed by Talking Mats which trains individuals to use the Talking Mats Framework;

1.11 **Training Materials:** those products to be used by the Trainer in the delivery of the Training Course including but not limited to: Talking Mats E-Book, Talking Mats Symbol Pack, PowerPoint Presentation document, Training resources with handouts, Training completion certificates and any updates to those materials listed or other training materials issued by Talking Mats to the Trainer during the period of this Agreement.

## 2. Rights Granted

2.1 Talking Mats has developed (and has the right to use and licence the use of) the Talking Mats Framework, along with the Training Course and Training Materials. **Talking Mats grants to the Trainer a non-exclusive licence to use the Rights within the Geographical Area, and subject to any Additional Restrictions, in connection with the delivery of the Training Course to Participants using the Training Materials.**

2.2 The Trainer is not permitted to allow any other person to use the Training Materials or the Training Course.

## 3. Training Course Records

The Trainer shall maintain accurate and complete records of all Training Courses delivered and all Participants by completing the Delegate Information sheet in Section B of the Talking Mats handbook.

## 4. Quality Control

4.1 The Trainer's licence to use the Rights is subject to the following conditions:

- (a) the Trainer shall comply with all procedures set out in the Talking Mats Handbook and any other directions notified to them by Talking Mats from time to time;
- (b) It is the Trainer's responsibility to ensure that all Training Courses provided by the Trainer comply with all applicable laws, regulations, industry standards and codes of practice;
- (c) the Trainer shall, on Talking Mats request, permit a representative of Talking Mats to sit in on the delivery of a Training Course at a time agreed by both parties; and
- (d) the Trainer shall, at all times, respect the Rights and will not do or fail to do anything which is likely to devalue the Rights or the reputation of Talking Mats.

## 5. Additional Conditions on Licence

5.1 The Trainer shall:

- (a) not exceed the limits stated for the particular Licence Type in terms of the number of Training Courses permitted to be run per year and number of Participants permitted to be trained per year, as set out in the Talking Mats Handbook;
- (b) deliver a minimum of one Training course per year.
- (c) deliver each Training Course in accordance with the Talking Mats Handbook;
- (d) only use the Training Materials in a training setting, unless otherwise approved in writing, in advance, by Talking Mats;
- (e) notify Talking Mats of the details of all Participants within 14 days of completion of each Training Course;
- (f) not engage in any activity which competes with the business of Talking Mats;
- (g) not provide the Training Course to a Participant at a cost less than that specified by Talking Mats for the particular Training Course; and
- (h) comply with any Additional Restrictions as set out on page 1 of this Agreement.

## 6. Payment of Licence Fee

6.1 Talking Mats shall issue the Trainer with an invoice for the Licence Fee in each year of this agreement and the Trainer shall pay each such invoice within 14 days of the date of issue and in accordance with the terms of such invoice.

6.2 Following submission of an Order Form by the Trainer at any time, Talking Mats will issue the Trainer with an invoice in accordance with the Trainers' requirements, as detailed on the completed Order Form. The Trainer will pay each invoice within 14 days of the date of issue and in accordance with the terms of such invoice.

## 7. Protection of the Rights

The Trainer shall promptly inform Talking Mats of any suspected unauthorised use of the Rights (or anything that appears to be confusingly similar to the Rights), and shall promptly provide Talking Mats with such documents, information and assistance as it can in relation to any such use.

**8. Duration and Termination**

- 8.1 This licence shall commence on the Start Date and shall continue in force for an initial period of one (1) year (the “**Initial Term**”) and shall be extended automatically for a period of one (1) year (the “**Renewal Term**”) at the end of the Initial Term and at the end of each Renewal Term unless terminated earlier under any of the following provisions.
- 8.2 Talking Mats may terminate this licence:
  - (a) on giving 30 days’ written notice to the Trainer; or
  - (b) by notice with immediate effect if the Trainer commits any material breach of this licence.
- 8.3 The Trainer agrees that it will not, unless permitted by this licence, use the Rights anywhere in the world or use any name or mark that could be confused or associated with the Rights. Once this agreement is terminated, the Trainer shall immediately stop using the Rights.
- 8.4 Within 30 days after the date of termination the Trainer shall promptly destroy, or if Talking Mats shall so elect, deliver to Talking Mats, at the Trainer’s expense all Training Materials.

**9. Assignment**

The Trainer shall not assign (transfer) or sub-licence its rights and obligations under this licence without the prior written consent of Talking Mats.

**10. Governing Law and Jurisdiction**

This Agreement shall be governed by Scots law and each party hereby agrees that the Scottish Courts are the appropriate forum to decide any dispute arising from this Agreement that cannot be resolved by the parties themselves.

**By signing below, both parties confirm their agreement to comply with the terms of this Licence.**

| Trainer                       |  | Talking Mats                        |  |
|-------------------------------|--|-------------------------------------|--|
| Signature of Licensed Trainer |  | Signature on behalf of Talking Mats | <i>Lois Cameron</i>                                      |
| Full Name (PRINT)             |  | Full Name (PRINT)                   | Lois Cameron   |
| Position in Organisation      |  | Position                            | Managing Director  |
| Place of signature            |  | Place of signature                  | Talking Mats Ltd, 2 Beta Centre, SUIP, Stirling, FK9 4NF |
| Date                          |  | Date                                | 11-Jan-2021  |

| All trainers must complete the invoicing details below. |        |
|---|--------|
| Key contact for invoice:                                | PO No: |
| Email for invoice:                                      |        |
| Address for invoice:                                    |        |
|   |        |
| Contact Telephone:                                      |        |

## APPENDIX

### Licensed Training Fees 2021 – Information and Guidance

**Please read the following carefully before completing and signing the above Licence Agreement:**

- It is important that you select which type of Licence you require and define the geographical scope of your practice on the Agreement;
- The Licence Fees stated are for 2021 and are subject to review for subsequent years.

#### Types of Licence

##### **1. Organisational Level Training Licence**

The Organisational Training Licence permits you to train individuals who work within your own organisation.

You can deliver a maximum of 6 courses in one year; up to 48 participants per year; 8 participants per course.

**Cost £100.00 + VAT**

**Participant Fees** (Details of resources provided for each participant are in the Order Form)

Face to Face training: £25 per Participant

Access to Talking Mats Online Training: £30 per Participant

##### **2. Partnership Level Training Licence**

The Partnership Training Licence permits you to train those individuals who are employed within a partnership. Examples of a partnership are Health and Social Care, a National Organisation covering several sites, and a staffing group of greater than 500.

You can deliver a maximum of 12 courses each year; up to 96 participants per year; maximum 8 participants per course

**Cost £185.00 + VAT**

**Participant Fees**

Face to Face training: £25 per Participant

Access to Talking Mats Online Training: £30 per Participant

##### **3. Independent Level Training Licence**

The Independent Training Licence permits you as an independent practitioner to deliver a maximum of 4 courses each year; up to 32 participants per year; maximum of 8 participants per course.

**Cost £100.00 + VAT**

**Participant Fees**

Face to Face training: £35 per Participant

Access to Talking Mats Online Training: £30 per Participant

If you hold an Independent Licence the cost for each Participant to attend your course should be no less than £150 and no more than £200.