

**THIS AGREEMENT** is dated the 1<sup>st</sup> day of December 2020

### **BETWEEN**

- 1) The National Autistic Society a company registered in England (company registered number 1205298) and a charity registered in England and Wales (charity number 269425) and in Scotland (SCO39427) of 393 City Road London EC1V 1NG ("the Charity")
- 2) **Skripnikova Elena** of **Naked Heart Foundation** LU No: **RU832**  
("the Licensed Trainer")

### **WHEREAS**

- A. The Charity is the beneficial owner of the intellectual property rights in materials ("the Materials") relating to an autism specific management programme known as the NAS EarlyBird Programme ("the Programme"); and
- B. The Charity is the beneficial owner of the registered trademark "NAS EarlyBird Programme" ("the Mark") and wishes to maintain the integrity of the Mark; and
- C. For the same reason the Charity wishes to ensure that only trainers accredited by the Charity offer training in the Materials; and
- D. The Charity has agreed to permit the Licensed Trainer to use the Materials and the Mark on the terms set out below.

### **IT IS AGREED as follows:**

1. The Charity hereby grants to the Licensed Trainer with effect from the date of this Agreement for a period of three (3) years a non-exclusive licence, to deliver as part of a team of two (2) licensed trainers, to use the Materials and the Mark (subject to the obligations imposed by way of the licence terms detailed below) for the purpose of training persons free of charge in the use of the Programme and for no other purpose.
2. For the avoidance of doubt the restriction on using the Materials or the Mark or both includes their use jointly or severally in connection with any other programme of training or management and whilst the Licensed Trainer may ask families for a voluntary contribution towards the cost of the book provided to them this must be no more than £30 GBP or overseas equivalent and no family may be excluded from the programme if they are not able to or do not wish to contribute.
3. The Materials (in whole or part) are not to be translated by the Licensed Trainer nor is the Licensed Trainer to enable assist or procure any other person or body to translate the Materials or any part thereof without the express prior written approval of the Charity.
4. Customer Satisfaction Data from the use of the Materials are to be collated by the Licensed Trainer from all participants. The below data are to be sent to the Charity by email to [training.enquiries@nas.org.uk](mailto:training.enquiries@nas.org.uk)

After the first programme:

- a) Attendance sheet;
- b) Copies of evaluation sheets from 8 Group Sessions and 2 Home Visits;
- c) Copies of Post-programme and Follow-up Questionnaires (optional).

After all subsequent programmes:

- a) Customer satisfaction record sheet.

5. The full framework of the Materials is to be maintained, including "Group Sessions 1 to 8" and "Home Visits A & B" as indicated in the Materials.
6. No photocopying of the Materials is permitted.
7. The Licensed Trainer will not do anything which conflicts with the objects or policies of the Charity or which might prejudice its reputation or goodwill.
8. The Licensed Trainer agrees to look after any personal data they hold in accordance with current legislation in respect of data protection. The Charity does not accept responsibility for any licensed user found to be in breach of legislation. Information on how the Charity protects data can be found at <http://www.autism.org.uk/get-involved/about-us/website/data.aspx>
9. The Licensed Trainer will notify the Charity promptly on becoming aware of any unauthorised use by any third party of the Materials or the Mark or of materials or a logo similar to them (in any language) and will at the expense of the Charity take such action as the Charity may reasonably require to restrain such use.
10. UK based Licensed Trainers will arrange and maintain the following insurance cover or ensure that it is arranged and maintained on the Licensed Trainer's behalf by the Licensed Trainer's employer providing proof thereof to the Charity upon request:

Employer's Liability	:	£10 million
Public Liability	:	£ 5 million
Professional Indemnity	:	£ 1 million

For overseas teams, the Licensed Trainer / Employer will arrange and maintain an appropriate level of professional indemnity insurance which is customarily maintained in the country where the training is undertaken and will indemnify and hold harmless the Charity in respect of any claim relating to the Licensed Trainer's use of the Materials.

11. Subject to this clause 11 this Agreement shall continue until terminated by effluxion of time. This Agreement shall be terminable at any time by the Charity if the Licensed Trainer fails to remedy any material breach on its part of this Agreement within thirty (30) days of written notice by the Charity.
12. On and after termination of this Agreement by whatever means and whatever time the Licensed Trainer will cease to use the Materials and the Mark in any way or manner whatsoever.
13. Any notice or other document to be given under this Agreement shall be in writing and shall be deemed duly given if sent by email to the last known email address of the party to be served; any such notice being deemed to be served on the second business day following the day of email.
14. The Charity reserves the right to change these licence terms. Details of a change will be published to the Licensed Trainer at the Licensed Trainer's latest email address held by the Charity prior to the change coming into force. Continued use by the Licensed Trainer of the Programme, the Materials and/or the Mark will be deemed acceptance of the change as of the date of publication.
15. This licence is personal to the Licensed Trainer.
16. This Agreement shall be governed and construed according to the laws of England.

Signed by the Licensed Trainer:

