

## LICENSE AGREEMENT (EXAMPLE)

**H A & A.B. Metsoja t/a Integra Training & Consultancy (Integra)  
owned IRCA certified 5 & 3 day ISO 9001:2000 QMS  
and / or ISO 22000:2005 FSMS auditor courses  
being presented under license by ..... (subcontractor).**

### **1.0 Overall management & copyright**

1.1 The total responsibility for the effective control, administration & presentation of all licensed courses remains with Integra as required by the certification requirements periodically issued by the International Register of Certificated Auditors (IRCA).

These are currently IRCA 2245 (5 day QMS auditor / lead auditor – IRCA ref: A17062), IRCA 2019 (5 day FSMS auditor / lead auditor – IRCA ref: A17359) and IRCA 2090 (3 day FSMS auditor conversion – IRCA ref: A17347) and IRCA/2000. The latest issues as advised by Integra.

1.2 A subcontractor can only claim a course is IRCA certified if:

- The course is run under the control of Integra.
- The relationship between the subcontracted organisation and Integra, as the approved training organisation, is clearly stated in all advertising and promotional literature, including the Integra name as the IRCA approved training organisation.

1.3 Licensed courses cannot be further subcontracted and no non approved individuals may act as a tutor.

1.4 The intellectual and physical copyright of all course material, except international standards & specifications, remains at all times with Integra.

1.5 All tutors and signatories to this agreement agree to conform in all respects with the current version of the Integra QMS / FSMS training course procedures.

1.6 **No course material can be used for any purpose other than an Integra certified course. If a subcontractor wishes to use the material for such a purpose then permission must be obtained from a Director of Integra for each non-certified use.**

## **2.0 Tutors on licensed courses**

2.1 All tutors will be:

- Approved by Integra after successfully completing:
  - An IRCA registered lead auditor or appropriate conversion course (or equivalent and acceptable to the IRCA);
  - A one day Integra training awareness course
  - A half day Integra managing courses' session;

and

- Satisfactorily assisting H Metsoja on an appropriate Integra certified course;
  - If acting as a lead tutor passing an assessment of their performance as lead tutor on their first training course.
- The sub-contractor must provide Integra annually with documentary evidence of how auditing competence and CPD have been maintained. Competence being in accordance with IRCA criteria as tutors and registered lead auditors.
  - Pass the agreed tutor surveillance criteria to be periodically undertaken by Integra.

2.2 If at any time a tutor is deemed to fall below the competence criteria Integra will decide what action is required. This could include re-training or registration with conditions as to acting as a tutor in the future or to stop the tutor from training on any licensed course.

2.3 Before commencing any training tutors will sign a confidentiality undertaking and an agreement to conduct courses in accordance with Integra criteria and methods.

2.4 The number of approved tutors on a course will be:

- 4 – 10 participants – at least one tutor.
- 11 – 20 participants – at least two tutors.

2.5 If necessary, a requirement for a local statutory & regulatory input into all courses will be provided by the tutor(s) or by an approved local expert, but vetted by H Metsoja prior to inclusion in the material.

## **3.0 Document & material control & exam papers**

3.1 Document and material control remains at all times with Integra. The company and no other is responsible for:

- The initial issue of a master copy of the course documents and material to the subcontractor and confirmation before each course of the status of the documents and material.
- The management and approval of all changes to the documents and material. Tutors are encouraged to suggest changes and they will be submitted to Integra for consideration.

Under no circumstances can changes be made to course documents and material without the approval of Integra.

- 3.2 Prior to issue of any documents or material the subcontractor and the tutors will provide evidence of the security arrangements for documents and material (pre, during and post course) at their office(s) and training venues.

Copies of examination papers will not be issued to the subcontractor, but issued by secure courier direct by Integra to a named tutor. He or she will confirm receipt, the local security arrangements and ensure the marked papers are returned to Integra by secure courier within 5 working days of a course.

Harold Metsoja of Integra will remark the required papers in accordance with IRCA criteria and check the marks of the remaining papers. He will decide the pass / fail status of all exam papers.

- 3.3 **No advertising and promotional material will be issued without the prior approval of Integra as to content**

- 3.4 Any documents or materials provided to Integra for approval and not in English will be accompanied by an authorised English translation.

#### **4.0 Surveillance**

- 4.1 Integra will undertake periodic surveillance of courses so that each tutor is visited at least once in a year. If thought necessary and justified at any time a variation could be sought of the IRCA to extend the period to two years.

#### **5.0 Records**

- 5.1 An agreed set of records required meeting both the IRCA and Integra criteria will be established.

These records will apply to post course, course management and post course activities.

- 5.2 The IRCA require details of the nature of the relationship between Integra and a subcontractor. In advance of any course details of the subcontractors presenting the course must be provided to the IRCA.

- 5.3 All course certificates will be issued by Integra direct to the students.

5.4 Integra will maintain all course records in accordance with IRCA criteria.

## **6.0 Translations**

6.1 The translators used must have management systems understanding and, in relation to ISO 22000 courses, preferably food safety systems understanding.

6.2 Their cv's are to be provided to Integra in advance and for each translation an endorsed certificate stating who undertook the translation.

6.3 Each translator to sign a confidentiality agreement.

## **7.0 Costs & cancellation**

### **7.1 Licensed course costs (3 day conversion course):**

The following are the costs if a conversion course were to be licensed to a subcontractor:

- License fee of £350 per course.
- A fee of £30 per delegate to cover materials, course management, the examination costs and the IRCA course levy.
- One day pre-course training session - £600.
- Providing a half day managing a course session - £475.
- Surveillance of courses - £475 / day.

### **7.2 Licensed course costs (5 day lead auditor course):**

The following are the costs if a lead auditor course were to be licensed to a subcontractor:

- License fee of £350 per course.
- A fee of £30 per delegate to cover materials, course management, the examination costs and the IRCA course levy.
- One day pre-course training session - £600.
- Providing a half day managing a course session - £475.
- Surveillance of courses - £475 / day.

### **7.3 Provision of courses presented by Integra (pre-license)**

5 day lead auditor course - £3200 (4 - 10 delegates / 1 UK tutor) / £6000 (11 - 20 delegates / 2 UK tutors).

3 day auditor update course - £2400 (4 - 10 delegates / 1 UK tutor) / £4300 (11 - 20 delegates / 2 UK tutors)

Note that the 11 – 20 fee for either course would be same as the appropriate 1 UK tutor fee (4 -10 delegates) if the tutors are 1 from UK and 1 from the host country.

Resit exam fees for lead auditor courses - £45. The above fees include any exam marking costs.

#### **7.4 All courses / surveillance:**

The subcontractor will be liable for:

- 50% of any applicable IRCA surveillance costs and expenses. The payment, when applicable, being paid to Integra who will pay the IRCA.
- The cost of travel for Integra tutors based in the UK. This includes flights to and from the UK.
- All internal transport in the host country, full accommodation and meals.
- All courier services in relation to course materials.
- All local training costs for support equipment and materials and the cost of any interpretation / translations required for non English courses, if any.

All fees are subject to national or local taxes, as applicable.

Unless otherwise agreed courses will be paid for in English pounds and transferred to a bank account nominated by Integra in the UK.

Until alternative arrangements are agreed payments will be made in full to Integra before each course and prior to the UK departure date and the provision of course material.

#### **7.5 Cancellation**

In the event of a course being cancelled and the attendance of a UK tutor has been agreed then the following will be charged to the subcontractor:

- Cancellation - 4 to 2 weeks before the course – 50% of the agreed course fee.
- Cancellation – less than 2 weeks before the course – 100% of the agreed course fee.

If Integra has incurred any non-refundable travel or other costs then these are also chargeable to the subcontractor.

#### **8.0 Presentation of course material**

8.1 All course material will be presented in the manner and style that Integra periodically advises the subcontractor. Any deviation from the nominated manner and style will only be with the agreement of H Metsoja.

**9.0 Exclusive rights**

9.1 The subcontractor will have exclusive rights to promote and present approved courses in ..... *[name the country or countries]*.

9.2 In relation to this country *[or these countries]* Integra will:

- Not enter into a license agreement with any other subcontractor.
- Not promote courses directly.
- Will refer all enquiries it receives for approved courses training to the subcontractor.

**10.0 Agreement implementation & review**

10.1 This agreement comes into force when signed by H Metsoja of Integra.

10.2 This agreement will be reviewed by each party on or about each anniversary of its implementation. At such time amendments may be raised and made subject to agreement of both parties.

10.3 Either party may at any time raise agreement issues for discussion and if agreed may result in an amendment to the license.

**11.0 Signatories to the agreement:**

..... Date .....

Name ..... Position .....

Signed on behalf of:

Integra Training & Consultancy, PO Box 1541,  
Salisbury, SP1 1SN, United Kingdom

..... Date .....

Name ..... Position .....

Signed on behalf of: (Subcontractor)