



StrongSuits

Play to your strengths

TRAINER LICENSE AGREEMENT

Version 1.2 – October 2022



TRAINER LICENSE AGREEMENT

INTRODUCTION

This is an agreement between:

Touch Think Ltd
16 Upper Woburn Place
London
WC1H 0AF
United Kingdom

VAT: GB109049328

and

Licensee Data

Trainer Name:
Postal Address:
Country:
Email Address:

Invoicing Data

Organisation:
Postal Address:
Country:
Email Address:
VAT Number:

(hereafter referred to as “you”)



This agreement describes the terms and conditions relating to the use of materials created and promoted by Touch Think Ltd under the brand name of

StrongSuits™

(hereafter referred to as “the brand”), which is owned by Touch Think Ltd, in events or sessions organised and facilitated by you under the same brand name. StrongSuits™ is a registered trademark of Touch Think Ltd.

QUALIFICATION OF LICENSED TRAINERS (LT)

After having obtained a StrongSuits Facilitator certification, and after being accepted onto the StrongSuits Trainer Programme, and after purchasing an annual content license, you will be recognised as a Licensed Trainer (LT). You will then be eligible to organise events, sessions, and trainings using the brand name, and to use the materials supplied by Touch Think.

LICENSE FEE

Touch Think Ltd will charge you a license fee (See Exhibit A) per year for regular updates of, and continued access to, the brand materials required for events, sessions and trainings. You are expected to subscribe to this service (as an individual), as long as you are promoting or scheduling new events or trainings, for a minimum duration of one year.

The license starts—at the latest—within five working days after we receive your payment, which can be any day of the month and is automatically renewed on an annual basis, unless explicitly cancelled by you.

You allow us to change the license fees, by a maximum of 5%, at most once per year, without the need to update this agreement.

USAGE OF CONTENT BY TRAINERS

Touch Think Ltd will provide you with content for all events, sessions, and trainings. These materials are exclusively collected by Touch Think Ltd and supplied and maintained by our content creators and translators.

The materials, including any copyrights and trademarks, supplied by Touch Think Ltd to you under the brand name, are the property of Touch Think Ltd or their respective content creators.

Touch Think guarantees that it holds the exclusive rights to provide you with a license to use the brand materials. Upon request, you agree to provide Touch Think with feedback on the usage of the materials in any event, training, or session you facilitated.

LTs are allowed to use the materials for trainings, sessions and events, and to promote such trainings, sessions, and events.



CUSTOMISATION OF CONTENT BY TRAINERS

As a trainer, you are allowed to personalise and customise any editable materials provided by StrongSuits. This excludes the StrongSuits playing cards. Events and sessions can only be branded using the brand name when at least 75% of the available time is spent on topics that are part of the official materials. Any customisations you make in connection with the brand remain your sole property. You are responsible for guaranteeing that your customisations do not infringe upon the rights of third parties.

EVENT FEE FROM TRAINERS

For use of the materials (or flip charts, any slide deck you created yourself, or other materials created yourself and inspired by our materials) in any event, training or session for which you are financially rewarded (beyond mere compensation of travel and accommodation), you agree to pay a fixed event fee (see Exhibit A) for each hour of use of the materials.

This fee structure always applies, regardless of whether the event or session is marketed under the brand name or not, but it is only applicable to the part of the event or session in which the materials are being used. However, the trainings listed in Exhibit A, or other predefined trainings by Touch Think, have a fixed number of hours, even when other materials are used.

License fees are waived for all sessions lasting 4 hours or less, for which you do not receive payment, directly or indirectly, by an organiser, an employer, or by any participant, and which have as their main purpose the marketing of the brand and your events.

As LT, you are accountable to pay the event fee. If you organise an event, training or session with business partners, you will remain accountable for paying the event fee.

You allow us to change the event fees, with a maximum of 5%, at most once per year, without the need to update this agreement.

ORGANISATION OF EVENTS BY TRAINERS

You are responsible for scheduling trainings, sessions or events, their quality, the selection of business partners for logistics, locations, registration, etc. You cannot retain the services of other (co-)trainers for delivery of licensed content topics unless these (co-)trainers have also signed this same agreement separately with Touch Think.

You will act as the primary contact for all scheduled trainings and events, and you will inform Touch Think of new trainings or events, changes, or cancellations.



PRICING OF EVENTS BY TRAINERS

The pricing of trainings and events will be determined by you or your organising business partners.

IN-COMPANY EVENTS

When you, as an external or internal trainer, organise a private training, event, or session in an organisation (in-house), the same fees apply as per any other training, event, or session (Exhibit A). You are required to inform Touch Think of the event.

PROMOTION OF CONTENT AND EVENTS

The license fees cover the listing of all your public events and public sessions on the brand's central website, including their dates, detailed information, and locations. The license fees also include worldwide marketing of the brand by the brand. All content products and public events and sessions offered under the brand name shall be listed equally on the StrongSuits central website. They will all be marketed equally via the channels available to Touch Think Ltd.

Direct sales, and marketing for specific trainings or events, is the primary responsibility of you and your organising business partners.

ATTENDEES OF EVENTS

You agree to provide Touch Think Ltd with the names and email addresses of attendees of public and private events, where certification applies. Touch Think Ltd has the right to use such email addresses to conduct evaluations of events and sessions. The email addresses may also be used by Touch Think for related marketing efforts, subject to legal opt-in requirements.

EVALUATION BY ATTENDEES

Touch Think Ltd reserves the right to calculate and review evaluation scores of trainings and events. You agree to the publication of these ratings, where this is deemed necessary or beneficial. Touch Think Ltd will make sure that all evaluations and ratings that are published are also shared with you. In case the scores indicate that the quality of a training or session offered by you was insufficient, you will be asked and supported to improve the quality of your work. Touch Think Ltd reserves the right to terminate this agreement if quality remains poor. No refund of any fees will apply in this case.



CERTIFICATION OF ATTENDEES

In return for each evaluation form, the attendee of an event will receive a certificate awarding them the relevant credential. You are expected to confirm the evaluations and certification requests for your attendees. For example, if an attendee is not happy with the event and gives you a poor rating, we expect you to approve the evaluation. The confirmation of the evaluation is only there to prevent spamming or abuse of the system.

LIMITATIONS ON NUMBER OF HOURS

The minimum total number of synchronous hours per official training is specified in Exhibit A. You are free to extend these hours. You are also free to run events with any number of hours but the minimum synchronous hours must be met in cases where certification is provided.

LIMITATIONS ON modes of delivery

The Practitioner and Facilitator certifications are currently only issued for trainings that are delivered in-person. For all other events, workshops and sessions, this agreement applies equally to remote, in-person, and hybrid events.

TRAINER DEVELOPMENT

Your development as a trainer is your responsibility. It will be of benefit to you and your clients to develop your skills as a trainer. We encourage mutual learning and development between LTs. As a LT we ask you to allow other LTs to attend for free events or sessions you organise, where there are available spaces. You can set a limit to the number of available seats, and you may require some compensation to cover the costs of catering, venue and materials.

DISTRIBUTION OF CONTENT

Original (editable) digital branded materials are only available for LTs and will not be made available to others. Touch Think Ltd grants LTs permission to distribute the printed (on paper) slides (2 or more slides per page) and relevant worksheets to attendees and paying customers.

In addition, presented training slides may be shared digitally in read-only PDF format, only in the format of 6 slides or more per page, and only after the content appearing in each slide has already been taught to the recipient.



COLLABORATION OF TRAINERS

You will have access to a platform for communication among trainers and creators about the brand content, events, and sessions, where products and experiences can be discussed, and personal contributions can be shared.

EXTENSION OF THIS AGREEMENT

You agree that any information you share with one LT may be shared with other LT's in the same StrongSuits business network.

LIMITATION OF THIS AGREEMENT

Only individuals can apply for this license. The license is awarded to people (individual trainers), not to businesses (such as publishers, training companies, or event organisers).

TERMINATION OF THIS AGREEMENT

You may terminate this agreement at any time, but you allow Touch Think Ltd and the LT's up to four weeks to adapt and make the necessary changes to repositories, websites, trainings, and events. However, there will be no refund of the annual license fee.

Touch Think Ltd may terminate this agreement when the LT is not acting according to this agreement. There will be no refund of the annual license fee and any upcoming events will be cancelled.

TRUST

We recognize that formal agreements are necessary to enable business, but we also agree that we engage in this collaboration with trust. We trust each other's best efforts and best intentions to make our collaboration a success for both parties.

TRAINER LICENCE NUMBER

Please refer to the unique trainer licence number below in communication with Touch Think Ltd

SS - 0001



SIGNATURES

I have read the above terms and agree to abide by them.

Signature (Touch Think Ltd)

Date:

Signature (Trainer)

Date:

EXHIBIT A: TRAINER LICENSING

Annual Trainer License	Onboarding Fee [‡]	Trainings	Minimum Synchronous Hours [Ⓔ]	Certification	Event Fee (per event hour) ★
£700	£300	<i>StrongSuits Team Insights Workshop</i>	7	<i>StrongSuits Practitioner</i>	£50
		<i>StrongSuits Facilitator Training</i>	7	<i>StrongSuits Facilitator</i>	£50

[‡]Applies to new licenses and licenses that have expired. Does not apply to renewals that occur prior to expiry.

[Ⓔ]In order to promote a course, and in order to issue certifications, the minimum synchronous hours must be met

★Includes StrongSuits course roster, course evaluation, trainer evaluation, and customised StrongSuits certificates and badges

All prices are in GBP. Excl. VAT (if applicable).