



Terms and Conditions of an RQi™ Master Practitioner

1. The RQi™ Master Practitioner (“RQi-MP”) is accredited to conduct coaching sessions with clients who have completed the Resilience Quotient Inventory (RQi™) and to deliver group resilience workshops (either face-to-face or online) using materials designed by Kirros Consulting Ltd (“Kirros”) according to the terms and conditions of an RQi™ Master Practitioner as laid out in this agreement and the guidelines and principles of Kirros as notified to the RQi-MP from time to time.
2. The RQi-MP accreditation is valid for one calendar year from the date of having been successfully accredited. The RQi-MP is the named person on the certificate and the accreditation is not transferable.
3. The accreditation will be eligible to be renewed annually, starting in the next calendar year after accreditation for a fee of £250 +VAT provided that:
 - a. The RQi-MP makes all reasonable efforts to be up to date with any relevant developments related to the RQi™, the coaching process and resilience training course materials.
 - b. The RQi-MP has complied with these Terms and Conditions, all guidelines and instructions issued by Kirros and with all applicable legislation and codes of conduct and/or practice.
4. RQi-MPs are licensed to use the RQi™ Reports in one-to-one coaching sessions and Kirros’ resilience workshop materials group workshops and training courses, delivered either face-to-face or online, with employees and associates of the organisation in which they are employed and also to private individuals and third-party organisations in the UK only, excluding those organisations who are already on the list of Kirros customers and contacts in the table in Appendix 1. For the avoidance of doubt, RQi-MPs are not permitted to approach organisations who are listed in the table in Appendix 1 with the aim of selling the RQi™ or delivering resilience training courses. RQi-MPs must deliver Kirros’ resilience workshop materials according to the delivery instructions and trainer notes provided in the RQi™ Master Practitioner course materials.
5. All RQi-MPs are required to follow good practice for psychological testing as laid out in the British Psychological Society’s (BPS) Code of Good Practice for Psychological Testing: <https://tinyurl.com/y3u8geb3>.
6. When handling customer data and when conducting feedback and coaching sessions with Clients who have completed an RQi™, the RQi-MP shall comply with all Data Protection legislation applicable in the UK, including the General Data Protection Regulation (GDPR) and will do so in a way which is consistent with and in accordance with Kirros’ Information Security and Data Protection Statement available at: <https://www.kirros.com/sites/default/files/2022-04/Kirros-Information-Security-and-Privacy-Statement-Apr-2022.pdf>
7. For the avoidance of doubt the RQi-MP shall acquire no rights to any of the personal data provided by Kirros or by the Client and shall only use the personal data when carrying out the relevant feedback. At any time on request from Kirros and on termination of the accreditation the RQi-MP shall immediately stop using any such personal data and shall

arrange for its safe return to Kirros or destruction as shall be agreed with Kirros at the relevant time. The RQi-MP will not under any circumstances transfer personal data outside of the European Economic Area unless authorised in writing to do so by the Client before any such transfer.

8. Kirros supplies the RQi™ in accordance with the stated terms and conditions contained within the RQi™. Kirros is not liable for any actions which the RQi-MP may advise, and/or the Client may take as a result of the RQi™ and/or the feedback process. The RQi-MP agrees and accepts that the RQi™ Report and the feedback process is not a substitute for medical opinion and shall make this clear to the client together with any other terms and conditions and/or limitations which Kirros may make in relation to the RQi™ and/or the feedback process.
9. All materials supplied by Kirros are copyright to Kirros and may only be used and/or reproduced to enable the RQi-MP to carry out feedback and coaching sessions. Any knowledge gained during the accreditation process, which is not in the public domain, is to be treated confidentially. The RQi-MP shall affix all copyright and other notices which Kirros requires on the materials he/she creates in carrying out feedback and coaching sessions and will claim no intellectual property rights in respect of such materials and hereby waives or shall procure the waiver of any moral rights in relation to such materials.
10. The RQi-MP acknowledges and agrees that Kirros and/or its licensors own all intellectual property rights in all RQi™ Reports (including the RQi Client Report™, the RQi Coach's Report and the RQi Team Report™), and in all documentation, workshop guides, cards, booklets and e-learning resources available at www.myRQi.com which have been designed and published by Kirros to support the use of the RQi™ by end users (referred to in these terms as "RQi™ support materials"). The RQi-MP must safeguard and respect the intellectual property of Kirros at all times whilst accredited and at all times thereafter.
11. Except as expressly stated herein, these terms do not grant the RQi-MP any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the RQi™ and the RQi™ support materials. The proprietary trade secrets contained in the RQi™ which are wholly owned by Kirros, include the formulae and algorithms used to generate RQi™ Client Reports, RQi™ Coach's Reports, RQi™ Team Reports and all other RQi™ Reports in any form.
12. The RQi-MP shall not:
 - a. except as may be allowed by any applicable law which is incapable of exclusion by these terms:
 - i. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the software used to produce RQi™ Reports or run www.myRQi.com, or in any form or media or by any means; or
 - ii. attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the algorithms and formulae used to produce RQi™ Client Reports, RQi™ Coach's Reports, RQi™ Team Reports or any other RQi™ report in any form; or
 - b. access all or any part of the RQi™ software or RQi™ support materials in order to build a product or service which competes with the RQi™; or
 - c. license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the RQi Reports and RQi™ support materials available to any third party other than their own customers who have purchased access to the RQi™ and support materials or attempt to obtain, or assist third parties in obtaining, access to the RQi™ software and RQi™ support materials,

13. This accreditation shall not constitute and shall not be deemed to constitute a partnership between the RQi-MP and Kirros and the RQi-MP shall not act nor purport to act as agent for Kirros, unless expressly authorised to do so by Kirros in writing. The RQi-MP shall not in any way make any warranties and/or representations on behalf of Kirros, shall not incur any liability on behalf of Kirros and not bind Kirros in any way or hold him/herself out as being authorised to do so, unless expressly authorised to do so by Kirros in writing.
14. If working as an Associate of Kirros, the RQi-MP shall at all times both during and after his/her accreditation take out and maintain all relevant insurance at an appropriate level with a reputable insurance company covering the services he/she provides and shall promptly on request from Kirros supply to Kirros a copy of all certificates of such insurance.
15. For the avoidance of doubt nothing in these Terms and Conditions shall save as set out confer on any third party any benefit or the right to enforce any provision of these Terms and Conditions.
16. These accreditation Terms and Conditions shall be governed by English law. All disputes arising out of the accreditation process shall be subject to the jurisdiction of the English courts. Kirros reserves the right to terminate the accreditation of any RQi-MP forthwith by written notice to the RQi-MP if it is perceived that the RQi-MP is acting in a way which is damaging to Kirros, its client or other relevant persons and/or the RQi-MP breaches the accreditation Terms and Conditions in any way.

Appendix 1: Kirros customers and contacts

Addaction	Kyowa Kirin International
Addenbrooke's Hospital	Leicestershire Partnership NHS Trust
Argos/Sainsbury's	London South Bank University
Atos IT Services UK Limited	McCann Healthcare
Astra Zeneca	McCarthy & Stone
AXA PPP Healthcare	Merck & Co.
Barnet and Southgate FE College	Microsoft UK
Barts and The London School of Medicine and Dentistry	Moody's Investors Service
British Medical Association (BMA)	Nationwide Building Society
British Medical Journal (BMJ)	National Savings and Investment (NS&I)
Central England Co-Operative	Northumberland, Tyne & Wear NHS Foundation Trust
Cranswick plc	Novartis International AG
Crown Prosecution Service (CPS)	Ofcom
Deloitte	Ofqual
Department for Work and Pensions (DWP)	Ofwat
Eli Lilly and Company	Omidyar Group (including Luminare)
Financial Services Compensation Scheme (FSCS)	Pfizer Inc.
GLA/Mayor of London's Office	Royal Marsden Hospital
Guy's & St. Thomas' NHS Foundation Trust	Royal College of Psychiatrists
Heathrow Airport	Save the Children
HM Home Office (London, Croydon, and Liverpool) including Border Force	Shionogi Inc.
HM Inspectorate of Constabulary and Fire & Rescue Services (HMICFRS)	Tate Galleries
HM Ministry of Justice	TK Maxx
HM Revenue and Customs (HMRC)	UCB Pharma
Imperial College	University of London (all colleges)
Inspire Wellbeing (Republic of Ireland)	

Last updated 11 July 2023