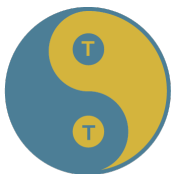




Systemic Agility

License Agreement



Touch Think

Version 1.6 – October 2022

LICENSE AGREEMENT FOR SYSTEMIC AGILITY TRAINERS

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

Systemic Agility™

(hereafter referred to as “the brand”), which is owned by Touch Think, in events organised and facilitated by you and others.

QUALIFICATION OF LICENSED TRAINERS

After having attended the relevant training, and after being accepted onto the Systemic Agility Trainer Programme, and after purchasing an annual content license, you will be recognised as a Systemic Agility Trainer (SAT) for that particular training. You will then be eligible to organise official events, sessions, and trainings using the Systemic Agility brand name and to use the materials supplied by Touch Think for that particular training and for other related events. You are also eligible to apply to become an ICAgile Authorised Instructor for that training (where applicable) and, subject to successful authorisation, to certify participants for the course credential under Touch Think / Systemic Agility (a Member Organisation of ICAgile).

SUBSCRIPTION TO THE LICENSED CONTENT

Touch Think Ltd will charge you a subscription 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 subscription 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 subscription fees, with 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.

We provide you with at least the content to organise the trainings as defined in Exhibit A (subject to annual licenses). 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.

Trainers 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 licensed trainer, you are allowed to personalise and customise the materials you use. However, events, trainings and sessions can only be branded using the brand name when at least 80% 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 courses listed in Exhibit A, or other predefined courses 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 Licensed Trainer, 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.

PER-CERTIFICATE FEE (ICAgile only)

For any event where ICAgile certificates are issued, you agree to pay a fixed fee per certificate (see Exhibit A). As Licensed Trainer, you are accountable to pay the per-certificate fee. If you organise an event, training or session with business partners, you will remain accountable for paying the per-certificate fee.

You allow us to change the per-certificate fee, 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 SAT, 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 fees cover the administration of all your events, listing of all your public events with Systemic Agility and with ICAgile, including their dates and locations. The fees also include worldwide marketing by Touch Think for all public courses under the Systemic Agility brand, including on the Systemic Agility central website. 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 and ICAgile with the names and email addresses of attendees of public and private events, for certification purposes. Touch Think Ltd has the right to use such email addresses to conduct evaluations of events and sessions. For public events, 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 when quality remains poor. No refund of any fees will apply in this case.

CERTIFICATION OF ATTENDEES

Where certification is required, you agree to pay the certification fees (Exhibit A). You agree to provide us with the names and email addresses of the attendees in a class roster. You allow us to change the certification fees, with a maximum of 5%, at most once per year, without the need to update this agreement.

STUDENT SUBMISSION FOR REMOTE TRAININGS (ICAgile only)

For ICAgile-certificated courses, the certification requirement for remote classes requires additional documentation, subject to audit by ICAgile. Students must produce an electronic artefact for instructor evaluation and feedback at the end of the class. You agree to send the student submissions to us.

LIMITATIONS ON CLASS SIZE

You agree that *REMOTE* trainings will have a maximum of 12 students.

LIMITATIONS ON NUMBER OF HOURS

The minimum total number of synchronous hours per certified 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 where certification is provided.

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 SATs. As a SAT we ask you to allow other SATs 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.

CLASS REGISTER

For ICAgile-certificated courses, you agree to keep a daily class register for each session (remote or in-person). You are not required to submit this daily class register but it is subject to audit by us.

DISTRIBUTION OF CONTENT

Original (editable) digital branded materials are only available for SATs and will not be made available to others. For *IN-PERSON* trainings, Touch Think Ltd grants licensed trainers permission to distribute the printed (on paper) slides (2 or more slides per page) and student manuals to attendees and paying customers.

In addition, for IN-PERSON and REMOTE trainings, presented training slides may be shared digitally only in read-only PDF format, only in the format of 6 slides 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 SAT may be shared with other SAT's in the same Systemic Agility 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 SAT'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 subscription fee.

Touch Think Ltd may terminate this agreement when the SAT 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 recognise 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.

EXHIBIT A

Course	Annual Content License*	Onboarding Fee [‡]	Minimum synchronous hours [Ⓞ]	Event Fee (per event hour) [☆]	Optional	
					ICAgile Authorisation [▲]	ICAgile Per-Certificate Fee ^{§ ☆}
1 Systemic Agility Team Facilitator	£900	£300	14	£50	ICP-ATF £900	£85
2 Systemic Agility Team Coach	£900	£300	14	£50	ICP-ACC £900	£85
3 StrongSuits™ Trainer	See https://strongsuits.com/products/benefits-of-licensing/					

*50% discount is applied to the 2nd and 3rd concurrent active licenses
[‡] 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 Systemic Agility course roster, course evaluation, trainer evaluation, and customised Systemic Agility certificates and badges
[▲] Includes the authorisation session with ICAgile and preparation assistance for the authorisation session
[§] If you are issuing 1 or more ICAgile certificates per course you will be charged for a minimum of 6 certificates
 All prices are in GBP. Excl. VAT (if applicable).

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Signature (Touch Think Ltd)

Signature (Trainer)