

Your Obligations as an Investor in People

Investors in People represents the prestigious national benchmark of good practice, setting the standard for organisations to improve their business performance. Investors in People-UKCES, as the body responsible for developing and quality assuring the Investors in People frameworks looks forward to your organisation ("You") achieving recognition against one or more of these frameworks, and would expect you to acknowledge and adhere to certain requirements as are consistent with such a prestigious brand. Throughout this document the term "Investors in People framework/s" is used to cover The Investors in People Standard, Investors in People framework, Models and Good Practice Awards.

This agreement sets out the requirements expected of You, once You have been assessed and recognised to:

- *maintain the credibility of Investors in People;*
- *notify Your local Investors in People Centre of any changes to You which may have a significant impact on your recognition; and*
- *use correctly the 'Investors in People' or other registered trademark.*

N.B. *Throughout this document, the term 'recognition' or 'recognised' is used to cover recognition as an Investor in People against one or more of the Investors in People frameworks.*

Your local Investors in People Centre will be pleased to give You further advice on these requirements.

By acknowledging your acceptance of this agreement, You agree to abide by the terms and conditions set out below for so long as You are recognised.

Maintaining Your recognition

Recognition means that You have met the requirements of one or more of the Investors in People frameworks determined by an independent assessment carried out by a Investors in People Centre. An "Investors in People Centre" is a centre licensed by Investors in People-UKCES to carry out assessment, review and recognition of organisations and organisational divisions against the Investors in People framework/s.

Your recognition is subject to periodic review by the Investors in People Centre and is subject to the following conditions:

- The maximum period between reviews is 3 years and you must organise your next assessment within that timeframe in order to maximise the benefits from using the Investors in People framework/s and to ensure that Your recognition continues.

- You agree to exercise good business practice at all times in conducting Your business operations in order to conform to and preserve the Investors in People framework/s and any goodwill associated with the Investors in People framework/s.
- You agree to refrain at all times from doing anything which may prejudice or endanger the reputation or value of the Investors in People framework/s.

Changes to Your Organisation

You must inform Your Investors in People Centre if any substantive change takes place or is planned to take place in or to Your structure, strategy, management or culture (a "**Change**") which could affect your status as an Investor in People, or which may affect Your ability to meet the requirements for continued recognition.

Without limitation, a Change may include any mergers, acquisitions, takeovers, new brand using existing people, cases of significant growth or reduction in employee numbers and changes in name or ownership. You must inform Your Investors in People Centre prior to the Change taking place or, if this is not possible, as soon as is reasonably practicable following the Change.

Your Investors in People Centre reserves the right to investigate the nature of any Change and its impact on Your recognition. Wherever possible, this investigation shall be timed to take place with a routine review of Your compliance with the Investors in People framework/s. For this purpose, You agree to permit Your Investors in People Centre reasonable access to Your premises and to those records which the Investors in People Centre reasonably believes are relevant to Your recognition. You may be required to pay the costs associated with any such investigation provided that such costs are agreed with You in writing beforehand.

Use of the logos relating to Your recognition

Investors in People-UKCES grants to You a non-exclusive, royalty-free licence to use the Investors in People® logo, or those logos applicable to the Investors in People framework/s and their bilingual Welsh and Gaelic variants ("**Trade Marks**") for use in Your business solely for the purpose of displaying Your recognition. The licence granted shall only subsist for so long as You remain recognised.

Your right to continue to use the Trade Marks shall be reassessed at each of Your periodic reviews (which shall be held at least once every three years).

You shall only use the Trade Marks:

- on Your stationery, promotional materials, advertising and signage; or
- as otherwise permitted in writing to You by Investors in People-UKCES or Your local Investors in People Centre.

You undertake to:

- use the Trade Marks in such form or forms, style or colour, and in such position and size as set out in this acknowledgement or as otherwise approved in writing by Investors in People-UKCES;
- exercise good business practice at all times in conducting Your business operations in order to preserve the goodwill associated with the Trade Marks; and
- not do or omit to do any act or thing which might result in the registrations of the Trade Marks being revoked under the Trade Marks Act 1994.

- use the correct Investors in People, Investors in People Bronze, Investors in People Silver, Investors in People Gold or Investors in People Champions logo as confirmed by your Investors in People Centre as a result of your assessment against the Investors in People framework. The licence granted for these logos shall only subsist for so long as You remain recognised.
- Not use the Trade Marks so that it appears, in anyway that Investors in People has endorsed or sponsored your product or service
- Use only the Investors in People logo as a sign of your official achievement,(or the regional Centre logos e.g. Investors in People North East) logo.

You will not do anything to prejudice or to endanger the value or validity of the Trade Marks.

During Your recognition You shall not try or assist others to register or use a trademark which is identical with or similar to any of the Trade Marks.

You recognise Investors in People-UKCES's title to the Trade Marks and that all goodwill generated by Your use of the Trade Marks will inure to the benefit of Investors in People-UKCES.

For the avoidance of doubt, in circumstances where a division of Your organisation has been recognised, only that division is licensed to use the Trade Marks as aforementioned. In such circumstances, the Trade Marks shall not be used in a manner which may imply that other parts of Your organisation are recognised.

The Trade Marks must only be used by You. They shall not be used by one of Your affiliated companies or organisations.

Versions of the Trade Marks are available in electronic format from your Investors in People Centre (contact details are available at www.investorsinpeople.co.uk)

Wherever possible the Investors in People mark should be printed positive in the special Pantone® colour 539. The garland and the name should always be printed in the same colour.

The other preferred colourways are black on a white background, or white reversed out. However, You are entitled to reproduce the Investors in People mark in Your own corporate colour if it reduces costs of printing

The Trade Marks shall not in any circumstances:

- *be reproduced smaller than 8mm wide (the minimum size is measured by the width of the garland not the wording) or*
- *appear larger than Your own logo on any piece of material bearing both; or*
- *be distorted, partially reduced, condensed, broken up, redrawn, added to or have material placed within the garland; or*
- *be obscured by other text or images within their area of isolation.*

More guidance on using the logo is available in the branding guidelines which can be found on the website www.investorsinpeople.co.uk

You must immediately notify Investors in People- UKCES if You suspect that any use or proposed use by any other person of a trade name, trade mark or other mode of promotional advertising amounts or might amount to an infringement of Investor in People-UKCES's rights in relation to the Trade Marks.

Written Reports

Assessment and Review reports are 'commercial in confidence.' Investors in People- UKCES and Investors in People Centres will make every reasonable effort to ensure information contained in these reports is not disclosed to any third party, unless you have consented otherwise.

Complaints and failure to demonstrate compliance with the Investors in People framework/s

Occasionally, Investors in People-UKCES and their partners receive complaints about recognised organisations. These complaints may originate from media sources, employees, ex-employees, customers, competitors or their representatives. As the custodians of a prestigious standard, Investors in People-UKCES feel that it is essential that any allegations made that appear in any manner whatsoever to link to the requirements of the Investors in People framework/s are investigated by Investors in People-UKCES expeditiously, professionally and without bias. This helps to protect the reputation of recognised organisations and ensure that the credibility of Investors in People is maintained.

You shall be notified if any complaint has been made against You and You shall be given full details of the circumstances and the nature of the complaint. Notwithstanding the foregoing, Investors in People UK shall be entitled to withhold the name(s) of the complainant(s) from You.

You must cooperate with any reasonable investigation into your ongoing application of the Investors in People framework/s, including the provision to Investors in People-UKCES of reasonable access to your premises and records, and You must pay any costs associated with such investigation provided the costs are agreed with You in writing beforehand. In these circumstances, the primary aim of Investors in People-UKCES and its partners is to support Your return to meeting fully the requirements of the Investors in People framework/s.

Where there is evidence that You are not meeting the requirements, Your recognition may:

- continue to be retained pending satisfactory completion of agreed improvement actions within a specified period of time; or
- as a last resort, be removed by the Investors in People Centre which conferred it.

Removal of Your recognition shall only occur if You:

- *are, in the reasonable opinion of Investors in People-UKCES, not meeting fully the requirements of the Investors in People framework/s and You no longer have any prospect or wish to do so; or*
- *fail to cooperate with an investigation into Your conduct relating to the application of the Investors in People framework/s ; or*
- *cease to trade or operate; or*
- *are deemed to have brought the Investors in People framework/s into disrepute.*

In such cases, evidence shall be collected by the Investors in People Centre and presented to a panel of Investors in People Employer Representatives for consideration and determination. The Investors in People Centre Employer Panel's decision shall be final and binding on You and there is no appeals procedure beyond the decision of the Investors in People Centre Employer Panel.

Bringing the Standard/Framework and/or Models/Awards into disrepute

The Investors in People framework/s are prestigious national awards and are highly valued by those organisations or organisational divisions, which have been successfully assessed and recognised. Occasionally, recognised organisations or organisational divisions attract adverse publicity in the media or its people or its customers complain about its practices. Cases like this are extremely rare but can cause substantial damage to the credibility of the Standard and/or Models. If You become involved in such, the Investors in People Centre's Employer Representatives have the authority to suspend or remove Your recognition. Without limitation, the circumstances in which this may arise include: -

- *serious proven breaches of Health & Safety, Equal Opportunities, Employment or Environmental legislation*
- *serious proven management or leadership failures identified following a public or other independent inquiry*
- *a refusal to comply with the specific instructions of a court of law or industrial tribunal;*
- *fraud or other proven serious financial irregularities;*
- *non-payment for any services related to the Standard and/or Models;*
- *serious proven instances of employee mistreatment;*
- *involvement in activities considered incompatible within the interests of national security;*
- *statements to the media from top management that conflict with the ethos of Investors in People;*

Suspension

The decision to suspend Your recognition shall always be made by the Investors in People Centre Employer Representatives in its discretion but after consultation with Your Assessor, delivery partner representative and/or Quality Manager.

If the Investors in People Centre Employer Representatives decide that Your status as a recognised organisation is to be suspended, You shall be informed in writing. The correspondence shall clearly indicate why recognition has been suspended and the date from which this takes effect and if possible what your Investors in People Centre will be investigating during this suspension period and how long this will take. Once recognition has been suspended, You may continue to use the Trade Marks in pre-existing ways (e.g. on existing stationary), but You must not:

- make any new references to being an Investor in People
- seek to use Investors in People as grounds for contesting any circumstances which may have led to the decision to suspend Your recognition.

Removal of Recognition

The decision to remove Your recognition shall always be made by the Investors in People Centre Employer Representatives in its discretion but after consultation with Your Assessor, delivery partner representative and/or Quality Manager.

If the Investors in People Centre Employer Representatives decide that Your status as a recognised organisation is to be removed, You shall be informed in writing. The correspondence shall clearly indicate why recognition has been removed and the date from which this takes effect. Once recognition has been removed, You must:

- *remove from public display, within 30 days of receipt of the correspondence referred to above, all plaques and certificates related to your recognition and make available for return to the provider those that were gifted;*
- *remove all other associated merchandise and Trade Marks from all public display within 30 days of receipt of the correspondence referred to above;*
- *withdraw or obliterate the Trade Marks from printed stationery and publicity material within a maximum of four months measured from the date of receipt of the correspondence referred to above;*
- *immediately destroy all artwork related to your recognition so as to prevent it being used by mistake in the future; and*
- *not make any claim of having been previously recognised at any time .*

Legislation

You shall comply with The Management of Health and Safety Regulations 1992, the Health and Safety at Work Act 1974, Data Protection Act, 1998, Equal Opportunities legislation and all other current employment legislation.

Confidentiality

You shall not use any confidential information belonging to Investors in People-UKCES (including, without limitation, the Standard and associated Models) for any purpose other than in accordance with the terms of this acknowledgement. Nor shall You disclose any such confidential information to any person except with the prior written consent of Investors in People-UKCES. This obligation of confidentiality shall survive the termination of this acknowledgement.

Term and Termination

This agreement shall continue in force from the date that You acknowledge it until it is terminated as specified in this acknowledgement or until You otherwise cease to be recognised.

Without prejudice to any other remedies which Investors in People-UKCES may have, Investors in People-UKCES may terminate this acknowledgement immediately by giving notice to You in writing:

- in the event that You commit a material breach of these terms and conditions which is not capable of remedy;
- in the event that You commit any other breach of these terms and conditions which is not remedied within 30 days of written notice from Investors in People-UKCES requiring You to do so; or

- if an order is made or a resolution is passed for Your winding up or if an administrator, administrative receiver or receiver is appointed in respect of Your assets or business or any part thereof or if You make any voluntary arrangement with Your creditors or if You take or suffer any similar or analogous action in consequence of debt.

Termination of this acknowledgement shall not affect Investor in People-UKCES's accrued rights arising in any way out of this acknowledgement.

Entire Agreement

This acknowledgement constitutes the entire agreement and understanding between Investors in People-UKCES and You and supersedes all prior oral or written understandings, arrangements, representations or agreements between Investors in People-UKCES and You relating to the subject matter of this acknowledgement.

Governing Law and Jurisdiction

This acknowledgement shall be construed in accordance with the laws of England and You hereby agree to submit to the exclusive jurisdiction of the Courts of England.