



## Terms and Conditions of an RQi Practitioner

1. The RQi Practitioner ('Practitioner') is accredited to conduct feedback and coaching sessions with individual clients who have completed the Resilience Quotient Inventory (RQi) and received an RQi Report in accordance with the current Terms and Conditions of an RQi Practitioner and the guidelines and principles of Kirros Consulting Ltd ("Kirros") as notified to the Practitioner from time to time.
2. The Practitioner accreditation is valid for one calendar year from the date of having been successfully accredited. The Practitioner is the named person on the certificate and the accreditation is not transferable.
3. The accreditation will be eligible to be renewed annually (free of charge) provided that:
  - a. The Practitioner makes all reasonable efforts to be up to date with any relevant developments related to the RQi, the feedback process and other related tools and processes.
  - b. The Practitioner 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. Practitioners are licensed to purchase the RQi from Kirros and use the RQi report in feedback and coaching sessions with employees and associates of the organisation in which they are employed and also to private individuals and other 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 Practitioners 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. Furthermore, Practitioners are not permitted to establish contracts to sell more than 100 RQi Reports to any third-party organisation in a single 12-month period without prior written permission from a Director of Kirros.
5. RQi Practitioners have the option to undergo further training with Kirros to become RQi Master Practitioners who are qualified to deliver Kirros' resilience seminars and group workshops, as well as bespoke team resilience programmes and organisational consultancy using the RQi Client and RQi Team Reports.
6. All RQi Practitioners 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>.
7. When handling customer data and when conducting feedback and coaching sessions with Clients who have completed an RQi, the Practitioner 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://tinyurl.com/thrive-IT-security-statement>).
8. For the avoidance of doubt the Practitioner 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 Practitioner 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 Practitioner 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.

9. 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 Practitioner may advise, and/or the Client may take as a result of the RQi and/or the feedback process. The Practitioner 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.
10. All materials supplied by Kirros are copyright to Kirros and may only be used and/or reproduced to enable the Practitioner 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 Practitioner 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.
11. The Practitioner 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.myrq.com](http://www.myrq.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 Practitioner must safeguard and respect the intellectual property of Kirros at all times whilst accredited and at all times thereafter.
12. Except as expressly stated herein, these terms do not grant the Practitioner 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.
13. The Practitioner 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.myrq.com](http://www.myrq.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,
14. This accreditation shall not constitute and shall not be deemed to constitute a partnership between the Practitioner and Kirros and the Practitioner shall not act nor purport to act as agent for Kirros, unless expressly authorised to do so by Kirros in writing. The Practitioner 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.

15. If working as an Associate of Kirros, the Practitioner 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.
16. 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.
17. 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 Practitioner forthwith by written notice to the Practitioner if it is perceived that the Practitioner is acting in a way which is damaging to Kirros, its client or other relevant persons and/or the Practitioner 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
Advanced (oneadvanced.com)	London South Bank University
Alternative Future	McCann Healthcare
Argos/Sainsbury's	McCarthy & Stone
Atos IT Services UK Limited	Merck & Co.
Astra Zeneca	Microsoft UK
AXA PPP Healthcare	Moody's Investors Service
Barnet and Southgate FE College	HM Ministry of Justice
Barts and The London School of Medicine and Dentistry	Nationwide Building Society
British Airways	National Savings and Investment (NS&I)
British Medical Association (BMA)	Northumberland, Tyne & Wear NHS Foundation Trust
British Medical Journal (BMJ)	Novartis International AG
Central England Co-Operative	Ofcom
Cranswick plc	Ofqual
Deloitte	Ofwat
Department for Work and Pensions (DWP)	Omidyar Group (including Luminate)
Eli Lilly and Company	Pfizer Inc.
Frukt	Price Waterhouse Cooper (PWC)
GLA/Mayor of London's Office	Royal Marsden Hospital
GMCA	Royal College of Psychiatrists
Guy's & St. Thomas' NHS Foundation Trust	Save the Children
Heathrow Airport	Shionogi Inc.
HM Inspectorate of Constabulary and Fire & Rescue Services (HMICFRS)	Smith and Nephew
HM Revenue and Customs (HMRC)	Tate Galleries
Imperial College	Tesco Supermarkets
Inspire Wellbeing (Republic of Ireland)	The Crown Prosecution Service (CPS)
Investec	The Home Office
Interpublic Group of Companies, Inc. (IPG)	The Royal College of Psychiatrists
Institute of Practitioners in Advertising (IPA)	TK Maxx
JP Morgan	University of London (all colleges)
Legal and General	Merck & Co.
	Microsoft UK

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