

Individual Accreditation Deed

THIS DEED IS MADE ON THE _____ DAY OF _____ 20 _____

BETWEEN: (NAME) _____

OF: (ADDRESS) _____

(“THE APPLICANT”)

AND: HUMAN SYNERGISTICS NZ LTD, PO BOX 27-327, WELLINGTON

(“THE COMPANY”)

DEFINITIONS:

ACCREDITED PRACTITIONER – means an entity, which has undertaken and fulfilled the steps involved in the Company’s accreditation process, meets the requirements of the conditions attached to that process and can demonstrate basic competence in the use of the Company’s products.

CLIENT – means the end user of the reports generated by the Circumplex Measurement Model.

CLIENT DATA – means the information the Client provides to enable report production, the plotting of the circumplexes, the formulation of graphs and tables.

INDIVIDUAL DATA – means data collected on any individual using the Human Synergistics Methodology.

MATERIALS – means the items supplied by the Company to enable the Client Data to be collected and the format of the circumplex, reports, graphs and tables.

PRODUCT UPDATES – means an education process delivered via an appropriate media to ensure changes to the Materials are understood.

PARTICIPANT – means the subject of the Circumplex measurement model.

RESULTS – means the output from the use of the Materials.

OPERATIVE CLAUSE

USE OF MATERIALS

1. The Applicant agrees to use the Materials in the capacity of "performance coach" only. This position should only be varied from in situations where the Applicant is properly trained and certified in other roles, for example, psychologist.
2. The Applicant agrees to use the Materials in a professional and dignified manner as frequently as is appropriate to their needs and will observe the Ethical Guidelines.
3. The Applicant agrees to use the Materials for development purposes only and not to use the Materials for recruiting, promoting or terminating employees.
4. The Applicant agrees not to make the Materials available for use or interpretation to any person who has not been accredited or otherwise authorised to use the Materials.
5. The Applicant agrees that the Materials will be used only by the Applicant as part of their consulting activities, that all rights and obligations arising from this Deed cannot be assigned and that the Applicant will not act as a sub-distributor of the Materials.
6. The Applicant agrees that all information provided by participants and the subsequent reports supplied by the Company are confidential and for the exclusive use of the participant only and that all will be stored to maintain the confidentiality.
7. The Applicant agrees to debrief a participant's report face-to-face and further agrees that a participant's report will not be sent to them prior to this debrief session.
8. Where the Materials and the Results can be accessed by secure login to the Company's website the Accredited Practitioner shall use his or her best endeavours to ensure that security protocols are in place so that access to the website is limited to Accredited Practitioners and Administration Partners only.
9. The Company agrees that Individual Data and Results stored electronically and in particular stored locally shall be deleted on the earlier of the conclusion of a project or a period of 8 weeks from collection/receipt.
10. The Company agrees that Individual Data and Results shall not be stored electronically or in hard copy on any HR information systems, personnel files or performance management files.

DUTY OF CARE

11. The Applicant agrees to ensure a Duty of Care to the participants on programmes, as use of the Materials can precipitate strong reactions, which may be due to pre-existing conditions.
12. The Applicant agrees to establish that they have access to a good network of expert helpers to refer participants who need more intensive assistance.

PROFESSIONAL INDEMNITY

13. The Applicant agrees to indemnify and keep the Company indemnified against any and all liability, loss or damage arising from and costs connected with this Deed or any tort, including negligence, arising from misuse and/or misinterpretation and/or the actions of the Applicant in the use of the Materials and the results.
14. The Applicant agrees to obtain professional indemnity insurance at a recommended cover level of AUS \$10 million within Australia (minimum of AUS \$1 million) or NZ \$10 million within NZ (minimum of NZ \$1 million) and to maintain such cover during the currency of this Deed. For internal consultants, their Employer can provide this or, alternatively their Employer can execute Human Synergistics' Corporate Master Deed.
15. The Applicant shall not represent themselves as an employee or agent of the Company and shall not obligate the Company to any contract or liability without the written consent of a director of the Company or their authorised agent.
- 15a Clauses 13, 14 and 29a of this Agreement do not apply and have no effect while ever the Accredited Practitioner is an employee of an organisation that is a party to the Company's Accreditation Corporate Deed which remains current.

COPYRIGHT

16. The Materials and all rights in them are the exclusive property of the Company. The Applicant agrees that it will not duplicate, photocopy, reproduce, rent, translate, sub-license or do any other thing with the Materials that would be inconsistent with the Company's exclusive ownership of the Materials.
17. The Applicant agrees to co-operate with the Company to safeguard and not to violate the Company's, Human Synergistics International's and Source Publishing's intellectual property and agrees to inform the Company of any infringement by themselves or any third party of those intellectual property rights immediately upon becoming so aware.
18. The Applicant agrees that appropriate attribution for ownership of intellectual property rights, will be included on all reports, proposals, training materials and manuscripts and all works relating to or resulting from the use of the diagnostics. The attribution must read substantially like the following notice and appear below any major portions of text and figures, for example, the circumplex:



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19. The Applicant agrees that no derivatives, modifications, alterations, variations or additions will be made to the Materials without the express prior written permission of the Company. The Applicant further agrees that it will not use any materials that are not provided or authorised by the Company or intermingle the Materials with any



unauthorised materials in any presentation or demonstration.

20. The Applicant agrees to use only Materials supplied and approved by the Company. All and any materials devised or invented by the Applicant, or third parties for use with the Materials are to be submitted to the Company for approval.
21. The Company agrees to provide the Applicant with plotted circumplex profile, which only the Applicant is permitted to reproduce. All copyrights must be included in any such reproduction including but not limited to reports, power point presentations etc. The Applicant is not permitted to modify, adjust or draw data using the circumplex.

ACCREDITATION PROCESS

22. The Applicant has been provided with and acknowledges receiving a schedule of fees relating to the accreditation process specifying an amount and a time for payment. The Applicant agrees to pay those fees to the company as and when they fall due. In the event that the Applicant is not successful in attaining accreditation as an Accredited Practitioner, which is determined at the absolute discretion of the Company, then any accreditation fees paid or due at that time are not refundable to the Applicant.
23. The Applicant agrees to complete the accreditation process within 6 months of attending the accreditation Technical Workshop.
24. The Company agrees to make all reasonable endeavours to train the Applicant in the use of the Materials and to inform the Applicant of changes, updates or developments in respect of the Materials. The Applicant acknowledges that changes, updates or developments to the Materials may take place without prior notice.
25. The Company agrees to supply such materials, instructor notes, computer processing capability, video, audiotapes etc, at prevailing prices, as may be required in order that the Applicant may be able to use the aforesaid Materials. The Applicant may have to sign an additional license agreement for the use of computer software.
26. The Company agrees to make available the Materials as covered by the accreditation program attended by the Applicant at prices outlined in the price list available from the Company as amended from time to time. The Applicant recognises that the Materials have been developed by professionals, using reasonable and prudent research methods and that the Materials contain diagnostics, which, if properly used, are reasonably expected to help individuals grow and businesses succeed.
27. The Applicant agrees to submit to the Company's normal quality control procedures (clauses 23, 31 and 32) and to attend re-training when there is a substantial change to the materials.

MAINTAINING ACCREDITATION STATUS

28. The Applicant understands that their accreditation status will be valid for and automatically renewed every 12 months if all the obligations under this Deed have been met.
29. The Applicant agrees that in order to maintain professional accreditation status, they will meet the following requirements:
 - a. The Applicant holds current Professional Indemnity Insurance as referred to in clauses 13, 14, 15a.
 - b. The Applicant uses the products for which they have been accredited throughout the term of this Deed. The minimum requirement is: the use of 1 Circumplex based product per 12 month period.
 - c. The Applicant participates in Product Updates as requested by the Company. The Company agrees to provide the Applicant with reasonable notice of such events.
30. The Company has provided the Applicant with a copy of the Ethical Guidelines and the Applicant agrees to be bound by them.

NON-USE

31. If a period of 12 months elapses without the Applicant using the Materials, the Applicant shall either:
 - a. submit themselves for re-training (a Refresher session);
 - b. show evidence of attendance at Human Synergistics Professional Development events;
 - c. The Applicant will have a period of 2 years from the last use of the Materials to meet the criteria referred to above.
32. If a period of 3 to 8 years elapses without the Applicant using the Materials, the Applicant must complete the Accreditation process again or relinquish their Accredited Practitioner status.

TERMINATION

33. Any Applicant, who does not, after suitable training, meet the Company's quality requirements (clauses 28-32), Ethical Guidelines and terms of this Deed shall, if certified, cease to be certified as an Accredited Practitioner. The Company may terminate this Deed if the Applicant fails to meet the Company's quality standards or if they are in breach of any term of this Deed.
34. This Deed is intended to safeguard the Company, the Client and the Applicant, and shall continue in effect until terminated by either party giving the other thirty (30) days notice in writing of its intention to terminate. The Company reserves the right to terminate this Deed before or during the accreditation process if the Applicant fails to meet any of their obligations in completing this process.
35. On termination of the agreement the Applicant agrees not to hold him or herself out as an Accredited Practitioner nor hold themselves out as being affiliated with the company.

- 36. The parties agree that the following provisions of this Deed survive termination, clauses 3, 4, 6, 13, 16-19, 21, 34 and 35.
- 37. The terms of this Deed will be reviewed annually and, subject to any alterations that may be agreed between the parties and further subject to the Applicant having fulfilled his/her re-accreditation obligations, this Deed will continue in effect until terminated in accordance with clauses 33 and 34 above.

ACCESS

- 38. The Applicant agrees to provide de-identified diagnostic inventory data to the Company to maintain its research database. The Company acknowledges that client confidentiality owed by the Applicant to the Applicant's clients will be protected.
- 39. The Applicant authorises the Company to make all reasonable enquiries of all relevant third parties to enable the Company to determine whether the Applicant is complying with its obligations under this Deed.

EXECUTED AS A DEED

SIGNED, SEALED & DELIVERED

BY: (APPLICANT NAME) _____

(APPLICANT SIGNATURE) _____

BEFORE ME:

(WITNESS NAME) _____

(WITNESS SIGNATURE) _____

SIGNED, SEALED & DELIVERED

BY: HUMAN SYNERGISTICS NZ LIMITED

Michael Gavorley

DIRECTOR

BEFORE ME:

(WITNESS NAME) _____

(WITNESS SIGNATURE) _____