IRCM CPD and Education Programme Accreditation Terms and Conditions

IRCM CPD Accreditation Services ("ICAS")
'Continuing Professional Development' ("**CPD**") is mandated, being an important tool in helping professionals to keep their skills and knowledge up to date. The Institute of Registered Case Managers ("**IRCM**") supports ongoing professional development through the accreditation of high-quality CPD activities.

There are many CPD providers offering a variety of types of training for professionals. We offer accreditation of CPD activity and materials ("**CPD Course**") if after satisfactory Evaluation (*defined below*) by our accreditation panel they meet our quality requirements and align with the 'Standards of Proficiency in Case Management' and 'Case Management Competency Framework' (each of which can be accessed via our website at www.ircm.org.uk/key-documents).

IRCM Accreditation (*defined below*) relates to the CPD activity alone. It does not extend to the owner/deliverer in general terms, only in relation to the CPD Course activity and materials that have been Evaluated and Accredited by IRCM.

IRCM Qualifying Programme Accreditation Services ("IQPAS")
Educational courses are an important part of initial training for case managers and case managers in training and ongoing professional development helping case managers keep their skills and knowledge up to date. We support this through the Accreditation of high-quality educational programmes for case managers and case managers in training ("**Educational Programmes**").

Definitions:

In these terms and conditions ("**Terms and Conditions**"), the following words and expressions shall mean:

"Accreditation": the award by IRCM of its quality certificate confirming that either: (i) a Provider's CPD Course has been accredited by IRCM as an "**Accredited CPD Course**' or (ii) an Educational Programme has been accredited by IRCM as an "**Accredited Programme**', In each case, subject to Accreditation being maintained throughout the Accreditation Period in accordance with the Accreditation Requirements. "**Accredited**" shall have the same meaning.

"*Accreditation Logo*": IRCM's Accreditation logo.

"Accreditation Period": the 3 year period of validity of the Accreditation certification as set out on your relevant Accreditation certificate (subject to the Accreditation Requirements being met throughout the duration of the Accreditation Period).

"*Accreditation Requirements*": the quality requirements for a Course to be Accredited (and maintain its Accreditation).

"*Course*": (i) a CPD Course; and/or (ii) an Educational Programme.

"*Data Protection Legislation*": all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended.

"*Evaluation*": IRCM's Accreditation evaluation process of Courses in line with its Accreditation Requirements.

"*Evaluation Request Form*": IRCM's evaluation form requesting certain information about the Course and Provider, and forming part of the Evaluation process.

"*Fees*": the fees payable for the Evaluation as set out in the relevant invoice for Accreditation.

"Guidance Documentation": IRCM's guidance documentation made up of core documents, policies, guidance and templates, available at www.ircm.org.uk/key-documents.

"Preliminary Discussion": an up to 30-minute informal discussion between you and IRCM to explore on a high level basis whether the Accreditation process is suitable for you as a Provider, and your Course.

"Intellectual Property": any and all copyright and neighbouring and related rights, moral rights, rights in inventions, patents, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), trademarks and trade names, service marks, design rights, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, database rights and rights in data, utility models, business names and domain names and all other intellectual property rights, and similar rights.

"IRCM", "we", *"us"* and *"our"*: Registered Case Managers Limited, a company registered in England and Wales with company number 12217986 and registered office address at Charnwood House Harcourt Way, Meridian Business Park, Leicester, Leicestershire, England, LE19 1WP, who trade as the 'Institute of Registered Case Managers'.

"Provider(s)": (i) providers of CPD Courses; (ii) providers of CPD who design or deliver CPD Courses; (iii) providers of Educational Programmes; and/or (iv) Programme Providers of Educational Programmes who design or deliver educational materials.

"*UK GDPR*": has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

"you" and *"your"*: the Provider applying for Accreditation.

1. COURSE ELIGIBILITY:

1.1. In order to apply for Accreditation of a Course, you must be the owner of the Course or must have been granted, and provide evidence of authority from the owner of the Course (e.g., a signed letter or licence arrangement) to make any amendments to the Course that the Accreditation Evaluation outcome may require.

1.2. In addition to the above, in order to apply for Accreditation of a Course, IQPAS Providers will need to be already approved by a recognised external quality assurance body (such as the QAA, Ofqual, or equivalent authority in the education space) which will need to be specified in your application.

2. APPLICATION:

2.1. If you would like to apply for Accreditation, you must complete our 'Expression of Interest' form ("**EOI Form**") (available at www.IRCM.org.uk and submit it via email to hello@ircm.org.uk).

2.2. Upon receipt of an EOI Form from you, we may arrange an initial Preliminary Discussion with you.

2.3. If following the Preliminary Discussion, we determine (in our sole discretion), that it is appropriate to proceed to Evaluation and you confirm you wish to proceed you will receive an invoice setting out the Fees for us to carry out the Evaluation of the applicable Course, a copy of these terms and conditions, an Application Form, together with guidance about our Evaluation process and Accreditation Requirements.

2.4. You will be asked to complete and return a signed copy of these Terms and Conditions, confirming that you agree with these Terms and Conditions, and to pay the Fees as set out in the invoice in full prior to any Evaluation being commenced.

3. EVALUATION AND ACCREDITATION:

3.1. Providers who are successful in their application and following Evaluation for Accreditation, shall be provided with a certificate of Accreditation and an

Accreditation Logo for use on marketing materials and social media.

3.2. You shall be entitled to publish details of your Accreditation and shall only be permitted to use the Accreditation Logo during the Accreditation Period.

3.3. We shall maintain a log of Providers and Courses who are currently Accredited by us. This log shall be accessible to the public to enable interested parties to verify the existence of current Accreditation of Courses.

3.4. On expiry of a Course's Accreditation Period, and provided that the Accreditation has not been renewed, the log shall be updated and reference to you as a Provider and your Accredited Course shall be removed.

3.5. You may use the Accreditation Logo only on one website owned or controlled by you and which clearly identifies you as the Provider of the applicable Accredited Course. You must not use the Accreditation Logo, or otherwise refer to the Accreditation, for general marketing purposes, or in any way which suggests that you, any other course, or any other organisation is Accredited. You must not display, or permit the display of, the Accreditation Logo or any reference to the Accreditation on any other website or marketing materials other than your own, without our prior written approval, to be given at our sole discretion. We reserve the right to request that you amend and/or remove any Accreditation Logo (or any reference in respect thereof) that is in breach of this Clause 3.5.

3.6. Although the Course and not the Provider is Accredited, the Accredited Course may only be delivered by the Provider that applied for Accreditation (or on the Provider's behalf by an individual contractor under its direction and responsibility). No other person, including a group or affiliated company or any third-party provider, may independently deliver the Accredited Course or hold the Course out as 'Accredited' where called by another name.

3.7. Accreditation of a Course by IRCM does not infer or provide accreditation by any other body or authority, including the Professional Standard Authority.

4. DURATION OF ACCREDITATION

4.1. Accreditation only lasts for the duration of the applicable Accreditation Period, and you are required to submit an annual quality assurance report within the timescales specified. This, assures us of the ongoing fulfilment of your Course in relation to the Accreditation Requirements. A proforma, with guidance, will be provided – please also see the Guidance Documentation for more information. Failure to submit the quality assurance report may result in the suspension or withdrawal of accreditation. Where a quality assurance report demonstrates that the package no longer meets the accreditation standards against which it was initially evaluated, IRCM may require remedial action or withdraw accreditation. Fees are non-refundable if accreditation is suspended or withdrawn.

4.2. In addition, you are required to inform us in advance of any changes you intend to make to an Accredited Course that was Evaluated for Accreditation, so that we can determine whether these changes might have any impact on your Course continuing to meet the Accreditation Requirements.

4.3. Up to 70 working days before the expiry of the Accreditation Period for your Course (or earlier if the Accredited Course has been deemed significantly altered and does not meet the Accreditation Requirements) you will have the option to apply for 're-Accreditation'. Please see more details on how to apply in our Guidance Documentation.

4.4. On expiry of a Course's Accreditation Period or cancellation/termination of your Accreditation by us pursuant to these Terms and Conditions, you must

immediately: (i) destroy any printed or other material which features the Accreditation, Accreditation Logo and/or any other Accreditation marks and/or related marketing materials; and (ii) remove such references from any website, social media or other marketing/advertisement where it appears.

5. YOUR OBLIGATIONS

You shall:

5.1. ensure that all information given to us (whether in writing or otherwise) is complete, up to date, accurate and not misleading;

5.2. only use the Accreditation Logo or certificate in relation to the Accredited Course that we have assessed and Accredited and not in relation to any other activities, documents, or materials or you as a provider;

5.3. not present (market, deliver or promote) any extract or part of an Accredited Course as 'Accredited' in itself;

5.4. maintain responsibility for reviewing the technical content, accuracy or completeness of your Course materials. Our Evaluation is limited to assessing whether, in our opinion, your materials meet our Accreditation Requirements at the point of Evaluation. We disclaim all liability for the content and use of any Accredited Courses by you or by any other party, whether they bear our Accreditation or not;

5.5. maintain responsibility for maintaining any qualifications, skills and other expertise required by you to deliver an Accredited Courses as a Provider. We disclaim all liability for the delivery and presentation of content by you or by any other person;

5.6. not promote any material as being Accredited until you have received written confirmation of the Accreditation; and not promote any organisation or individual as accredited

5.7. retain all intellectual property rights in your Course materials that are Accredited and/or retain all licences of intellectual property rights in the applicable Accredited Course materials;

5.8. submit the annual quality assurance report in line with required timescales;

5.9. inform us of any material changes in your Accredited Course material before it is implemented so that we can confirm that it does not adversely affect the Accreditation;

5.10. inform us of any complaints that you receive about the Accredited Course material and/or delivery by you, and details of how you deal with such complaints;

5.11. indemnify us and keep us indemnified and hold us harmless from and against any losses, claims, damages, liability, costs (including legal and other professional fees) and expenses incurred as a result of or in connection with, directly or indirectly, any claim made against us relating to any Accredited Course delivered by you or on your behalf,:

5.11.1. in breach of these Terms and Conditions or applicable law; and

5.11.2. in respect of our use, review and certification of any Course, including any claims that any Accredited Course infringes the intellectual property rights or copyright of any third party.

5.12. not to do anything that will or is reasonably likely to damage our reputation or interests;

5.13. give us access to your premises and materials if we reasonably request it to monitor your compliance with your obligations under these Terms and Conditions;

5.14. give us not less than 60 working days but no more than 70 working days prior notice in writing of your wish to renew the Accreditation towards the end of the Accreditation Period without a break in accreditation (subject to approval) by submitting your renewal Evaluation request form; and

5.15. ensure that the delivery and content of your Accredited Courses always meet our Accreditation Requirements for the duration of the Accreditation Period.

6. WARRANTIES

In respect of any Course materials submitted to us for Evaluation, you warrant:

6.1. if the Course materials are owned by you, that the materials are original and do not infringe the rights of any third party, and will not cause us to infringe the intellectual property rights or other rights of any third parties;

6.2. if the Course materials are licensed to you, that you have the owner's permission to use them for the purposes set out in these Terms and Conditions, (and will supply proof, if required by us, without delay), and will not cause us to infringe the intellectual property rights or other rights of any third parties; and

6.3. that you are appropriately experienced, competent and qualified to train other people in the relevant topic.

7. OUR OBLIGATIONS

We shall:

7.1. use suitably qualified and experienced staff and contractors in our Evaluation of the Courses; and

7.2. maintain an up-to-date log of Accredited Courses (once established).

8. COMPLAINTS & APPEALS

8.1. Any complaints pertaining to the Accreditation process must be expressed via email to hello@ircm.org.uk.

8.2. There is a process that allows for Application resubmission following Evaluation feedback. - please read our relevant Guidance Documentation for more information on the Accreditation process.

8.3. Subject to the above resubmission process, there is no appeals process regarding Evaluation outcomes, or the decisions that led to them, and Evaluation appeals will not be considered.

9. REFUNDS

9.1. Application fees are non-refundable once an application has been submitted to IRCM for consideration. However if, after paying our Fees and before we have started the formal Evaluation process, you decide not to proceed further with the application, we will consider providing a partial refund of the Fees. The amount of the refund would be at the discretion of IRCM.

10. CONFIDENTIALITY

10.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, clients or suppliers of the other party or any other information that is identified as being of a confidential or proprietary nature, except as permitted by these Terms and Conditions.

10.2. Each party shall keep strictly confidential all information related to the Course materials and its delivery to the extent that such information is of a confidential nature. This obligation shall not extend to any information that the other party agrees is not subject to this obligation nor shall it apply to information which has become publicly available other than by a breach of this obligation of confidence or if required to be disclosed by any law, court order or any governmental or regulatory body.

10.3. Each party may disclose the other party's confidential information to its employees, officers, members, insurers, representatives or advisers who need to know such information for the purposes of carrying out the party's obligations under these Terms and Conditions. Each party shall ensure that such persons to whom it discloses the other party's confidential information will comply with this clause.

10.4. No party shall use any other party's confidential information for any purpose other than to perform its obligations under these Terms and Conditions.

11. DISCLAIMER

11.1. Nothing in the Accreditation process shall be deemed to be a warranty or representation by us of any of your material or delivery, or you as a Provider

(other than confirming the Course or that you as a Provider meets the Accreditation Requirements).

12. WITHDRAWAL OF ACCREDITATION

12.1. If we reasonably consider that you are in breach of your obligations to us, as set out in these Terms and Conditions, or in breach of our Accreditation Requirements (but we consider that such breach is not major and is capable of remedy) we shall inform you of the steps to be taken to remedy the breach and the timescale within which the breach is to be remedied. If the breach is not remedied to our reasonable satisfaction within the timescale, we may serve notice of withdrawal of your/the Accreditation and the date upon which such withdrawal is effective.

12.2. If we reasonably consider that you are in breach of your obligations to us as set out in these Terms and Conditions or in breach of our Accreditation Requirements and that the breach is serious and incapable of remedy, we may withdraw the Accreditation immediately.

13. RIGHTS OF THIRD PARTIES

13.1. A person who is not a party to the agreement between us shall not be entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

14. DATA PROTECTION

14.1. To the extent applicable, each party shall be considered an independent controller for the purposes of the Data Protection Legislation.

14.2. Each party shall comply with all the obligations imposed on a Controller under the Data Protection Legislation to the extent applicable in respect of the performance of their obligations.

14.3. To the extent applicable, each party shall ensure that it:

14.3.1. has all necessary notices and consents and lawful bases in place to enable lawful transfer of personal data to the other party for the purposes of carrying out their respective responsibilities and obligations under these Terms and Conditions; and

14.3.2. has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures.

14.4. To the extent applicable, each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation.

15. LIABILITY

15.1. The following definitions apply in this clause 15:
"*default*" means any act or omission resulting in one party incurring liability to the other; and
"*liability*" means every kind of liability arising under or in connection with this Agreement, including liability in contract, tort (including negligence) or otherwise.

15.2. Nothing in these Terms and Conditions limits or excludes either party's liability for:

15.2.1. death or personal injury caused by negligence;

15.2.2. fraud or fraudulent misrepresentation;

15.2.3. breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); or

15.2.4. any other liability that cannot legally be limited or excluded.

15.3. Subject to clause 15.2, neither party shall have any liability for indirect or consequential loss.

15.4. Subject to the remainder of this clause 15, our total aggregate liability arising from defaults occurring under or in connection with these Terms and Conditions shall not exceed 100% of the Fees.

16. GENERAL

16.1. **Force majeure**. Neither party shall be in breach of these Terms and Conditions nor liable for delay in performing, or failure to perform, any of its obligations under these Terms and Conditions if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 30 days, the party not affected may terminate the agreement by giving 5 business days' written notice to the affected party.

16.2. **Assignment and other dealings**. Neither party shall assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under these Terms and Conditions without the other party's prior written consent (not to be unreasonably withheld, delayed or conditioned).

16.3. **Entire agreement**.

16.3.1. These Terms and Conditions constitute the entire agreement between the parties and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

16.3.2. Each party acknowledges that in entering into these Terms and Conditions it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms and Conditions. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms and Conditions.

16.4. **Variation**. No variation of these Terms and Conditions shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

16.5. **Waiver**.

16.5.1. A waiver of any right or remedy under these Terms and Conditions or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

16.5.2. A failure or delay by a party to exercise any right or remedy provided under these Terms and Conditions or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms and Conditions or by law shall prevent or restrict the further exercise of that or any other right or remedy.

16.6. **Severance**. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this section shall not affect the validity and enforceability of the rest of these Terms and Conditions.

16.7. **Notices**.

16.7.1. Any notice or other communication given to a party under or in connection with these Terms and Conditions shall be in writing and shall be sent by email to (as may be

updated and notified to the other party from time to time):

- IRCM: hello@ircm.org.uk; and
- You/the Provider: the email address in your EOI Form.

16.7.2. Any notice or communication shall be deemed to have been received at the time of transmission or, if this time falls outside business hours in the place of receipt, when business hours resume. In this sub-section, '*business hours*' mean 10.00am to 6.00pm on a business day in the place of receipt.

16.8. **Governing law**. These Terms and Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with English law.

16.9. **Jurisdiction**. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms and Conditions or its subject matter or formation.

NB:
Notwithstanding Clause 16.4, we may vary these Conditions unilaterally at any time to reflect changes in relevant laws and regulatory requirements, and we may also make unilateral non-material changes to the Accreditation Requirements from time to time, such as making non-material changes to the annual Accreditation review form. Such variations to take effect on the next annual review of the Accreditation, following the publication date.

The publication date of this version is 14/10/26.