



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 Thrive Training Ltd ("Thrive") 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 Thrive and with all applicable legislation and codes of conduct and/or practice.
4. Practitioners are licensed to purchase the RQi from Thrive 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 Thrive 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 Thrive.
5. RQi Practitioners have the option to undergo further training with Thrive to become RQi Master Practitioners who are qualified to deliver Thrive's 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://www.thisisthrive.com/sites/default/files/BPS-PTC09-Code-of-Good-Practice.pdf>.
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 Thrive's Information Security and Data Protection Statement (available at: <https://www.thisisthrive.com/sites/default/files/Thrive-Information-Security-and-Privacy-Statement.pdf>.)
8. For the avoidance of doubt the Practitioner shall acquire no rights to any of the personal data provided by Thrive or by the Client and shall only use the personal data when carrying out the relevant feedback. At any time on request from Thrive and on termination of the

accreditation the Practitioner shall immediately stop using any such personal data and shall arrange for its safe return to Thrive or destruction as shall be agreed with Thrive 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. Thrive supplies the RQi in accordance with the stated terms and conditions contained within the RQi. Thrive 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 Thrive may make in relation to the RQi and/or the feedback process.
10. All materials supplied by Thrive are copyright to Thrive 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 Thrive 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 Thrive 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.thisisthrive.com) which have been designed and published by Thrive 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 Thrive 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 Thrive, 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.thisisthrive.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 Thrive and the Practitioner shall not act nor purport to act as

agent for Thrive, unless expressly authorised to do so by Thrive in writing. The Practitioner shall not in any way make any warranties and/or representations on behalf of Thrive, shall not incur any liability on behalf of Thrive and not bind Thrive in any way or hold him/herself out as being authorised to do so, unless expressly authorised to do so by Thrive in writing.

15. If working as an Associate of Thrive, 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 Thrive supply to Thrive 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. Thrive 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 Thrive, its client or other relevant persons and/or the Practitioner breaches the accreditation Terms and Conditions in any way.

Appendix 1: Thrive customers and contacts

Addaction	Legal and General
Addenbrooke's Hospital	Leicestershire Partnership NHS Trust
Alternative Future	London South Bank University
Argos/Sainsbury's	McCarthy & Stone
Atos IT Services UK Limited	Microsoft UK
AXA PPP Healthcare	HM Ministry of Justice
Barnet and Southgate FE College	Nationwide Building Society
Barts and The London School of Medicine and Dentistry	National Savings and Investment (NS&I)
British Airways	NiCox SA
British Medical Association (BMA)	Northumberland, Tyne & Wear NHS Foundation Trust
British Medical Journal (BMJ)	Novartis
Camelot UK Lotteries Limited	Orangebox
Capita Plc	Pancentric Digital
Central England Co-Operative	Price Waterhouse Cooper (PWC)
Cranswick plc	QinetiQ
Deloitte	Royal Marsden Hospital
Department for Work and Pensions (DWP)	Royal Bank of Scotland (RBS)
Eli Lilly and Company	Royal College of Psychiatrists
Freshfield Bruckhaus Deringer	Save the Children
Frukt	Simplify Group
Guy's & St. Thomas' NHS Foundation Trust	Smith and Nephew
Heathrow Airport	South Eastern Railways
HM Inspectorate of Constabulary and Fire & Rescue	Tate Galleries
HSBC Bank	Tesco Supermarkets
Services (HMICFRS)	The Crown Prosecution Service (CPS)
HM Revenue and Customs (HMRC)	The Home Office
Imperial College	The Royal College of Psychiatrists
Inspire Wellbeing	TK Maxx
Interpublic Group of Companies, Inc. (IPG)	University of London (all colleges)
JP Morgan	University of Oxford
King's College London	The Validium Group Ltd
Law Society UK	Victoria and Albert Museum

Last updated 28-Jun-2019.