**Intellectual Property: Letter of Authority and Consent**

At PD:Approval we understand that training providers may elect to use materials created by other organisations for their own purposes. For approval through either Endorsement or Accreditation by PD:Approval, this process requires formal permission from the Intellectual Property owner for its use.

To ensure all parties are clear with the process for using another’s Intellectual Property (IP) and delivering it under a different business name, we require the owner of the IP (now referred to as the ‘IP Owner’) to complete the following Letter of Authority and Consent.

|  |  |
| --- | --- |
| **IP Owner (Contact)** |  |
| **IP Owner (Organisation)** |  |
| **Training Provider (Contact)** |  |
| **Training Provider (Organisation)** |  |
| **Materials** |  |

The IP Owner agrees to the following in respect of the above training provider’s request to use the Intellectual Property of the above product/programme:

1. that the IP Owner gives full authority for the training provider named above to use the intellectual property for the materials named above
2. that the IP Owner understands that the approval given by PD:Approval will belong to the training provider named above, and that if the IP Owner wishes to deliver the training themselves the approval is not transferable
3. that if the IP Owner wishes to gain approval for the materials they are able to apply for this through PD:Approval
4. that it is the IP Owner’s responsibility to immediately contact PD:Approval if there are any changes to this arrangement
5. that the IP Owner will give the training provider named above minimum notice of six calendar months if withdrawing intellectual property permission, ensuring that any learners currently registered on the qualification are protected by giving them at least six months to complete the training before intellectual property permission is removed
6. that PD:Approval does not provide any warrant or guarantee
7. that PD:Approval is not responsible for any negotiations or terms between the IP Owner and the training provider named above, nor will PD:Approval become involved in any dispute between the IP Owner and the training provider named above.

**Please sign below to confirm that you have read and understood the conditions above.**

|  |  |
| --- | --- |
| **IP Owner**  |  |
| **Signature** |  |
| **Date** |  |

**Please note:** This document is for the purposes of approval through Endorsement or Accreditation by PD:Approval only. You should always seek legal advice when entering a formal agreement with another party in regard to your intellectual property.