

IP licence agreement: “Thinking Differently for Disadvantaged Learners”

A product of Challenging Education Ltd.

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By clicking “Agree” at the foot of this document, you agree to protect Challenging Education’s Intellectual Property and the Intellectual Property of any third party as laid out in this document and within the training programme, following the contents of this agreement.

It is now agreed as follows:

1. Definitions

- “Thinking Differently for Disadvantaged Learners” means concepts, designs, drawings, suites of software programmes and other Intellectual Property created by the Licensor to be used to train school staff to deliver improved provision for disadvantaged learners as is fully described in Schedule 1.
- “Confidential Information” means all information about the parties to this agreement, including any information which may give a commercially competitive advantage to any other person.
It does not include information that is reasonably necessary to disclose to a customer or other person in the usual course of business so far as that information is disclosed in those circumstances.
It includes among other things:
information about staff, their performance and their personal contact information,
data or information relating to suppliers, product plans, marketing strategies, finance, performance, operations, customer relationships, customer profiles, sales estimates, business plans;
information about the Intellectual Property, the Know-how and all aspects of the technology of the Licensor;
information created or arising from this agreement;

information owned by a third party and in respect of which a party has an obligation of non-disclosure.

information, comment or implication published on any Internet social medium.

It does not include information that is reasonably necessary to disclose to a customer or other person in the usual course of business so far as that information is disclosed in those circumstances.

“Derived Product”	means a software product or text or other material in any medium which is based on or originated, wholly or partly, in the Licensed Material.
“DP Rights”	means Intellectual Property rights in a Derived Product.
"Intellectual Property"	means intellectual property of every sort, whether or not registered or registrable in any country, including intellectual property of kinds coming into existence after today; and including, among others, patents, trademarks, unregistered marks, designs, copyrights, software, domain names, discoveries, Know-how, creations and inventions, together with all rights which are derived from those rights or for which application for registration has been made in any country.
“Know-how”	means scientific or technical information, and other procedures and ways of working and organising which are not capable of protection as copyright.
“Licensed Material”	means all Intellectual Property in “Thinking Differently for Disadvantaged Learners” together with the Supporting IP or any part of either of them.
"Market/Area of Activity"	means for training/educating/ for use in schools and academies.

“Supporting IP”	means all Intellectual Property which is necessary or desirable for the operation and use of “Thinking Differently for Disadvantaged Learners” but which is identifiably separate in substance or ownership. The Supporting IP is fully described in Schedule 2.
“Third Party IP”	means Intellectual Property owned by some person other than the parties, which has been incorporated into “Thinking Differently for Disadvantaged Learners” or the Supporting IP
"Update"	means a revision, modification, improvement or corrected version of the Licensed Material, developed by the Licensor, which is substantially the same as a previous version.

2. Interpretation

In this agreement unless the context otherwise requires:

a reference to one gender shall include any or all genders and a reference to the singular may be interpreted where appropriate as a reference to the plural and vice versa.

a reference to a paragraph or schedule is to a paragraph or schedule to this agreement unless the context otherwise requires. The schedules form part of this agreement.

the headings to the paragraphs and schedules (if any) to this agreement are inserted for convenience only and do not affect the interpretation.

any agreement by any party not to do or omit to do something includes an obligation not to allow some other person to do or omit to do that same thing.

a reference to the knowledge, information, belief or awareness of any person shall be deemed to include the knowledge, information, belief or awareness that person would have if he had made reasonable inquiries.

all money sums mentioned in this agreement are calculated net of VAT, which will be charged when payment is due.

this agreement is made only in the English language. If there is any conflict in meaning between the English language version of this agreement and any version or translation of this agreement in any other language, the English language version shall prevail.

3. Warranties for authority

School/user warrants that:

it is properly registered and operates under the laws of the country of its incorporation and has full legal power and authority to enter into this agreement;

it is not subject to any order, decree or injunction by a court of competent jurisdiction which could prevent or delay the performance of its obligations in this agreement;

it is not aware of anything within its reasonable control which might or will adversely affect its ability to fulfil its obligations under this agreement;

it is not insolvent and knows of no circumstance which would entitle any creditor to appoint a receiver or to petition for winding up or to exercise any other rights over or against its assets.

its performance of this agreement will not:

conflict with any law or governmental regulation in any jurisdiction in which it intends to conduct business;

constitute a default (or event which with the giving of notice or lapse of time, would become a default) under any contract or agreement by which School/user is bound.

4. Relationship of parties

Nothing in this agreement shall create a partnership, agency or other relationship between the parties, other than the contractual relationship expressly provided for in this agreement.

Neither party shall have, nor represent that it has, any authority to make any commitment on the other party's behalf, except as provided in this agreement.

5. Entire agreement

This agreement contains the entire agreement between the parties and supersedes all previous agreements and understandings between the parties.

No express or implied licence of the Licensed Material is granted to School/user other than the express licence granted in this agreement.

Conditions, warranties or other terms implied by statute or common law in any country are excluded from this agreement to the fullest extent permitted by law.

Each party acknowledges that, in entering into this agreement, it does not rely on any representation, warranty, information or document or other term not forming part of this agreement.

As an exception to the last previous sub paragraph, the parties do rely on information provided in writing as follows:

Contact details (email address and 'phone no) of head of school(s) or nominated persons

6. Licensor's representations as to Intellectual Property

The Licensor represents and warrants that except as provided elsewhere in this agreement, as of today:

the Licensor is either the owner of the entire right, title and interest in and to the Licensed Material or it has been granted a licence to those rights and that any such licence includes the right to grant the rights to School/user as are set out in this agreement;

to the best of the knowledge of the Licensor, no part of the Licensed Material has been adjudged invalid or unenforceable in whole or part;

no action has been brought before any judicial authority, nor has any been threatened or intimidated, concerning any aspect of the rights of the Licensor confirmed or assumed in this agreement;

use of the Licensed Material by School/user does not infringe any right of any other person;

7. The licence

School/user acknowledges that except as provided elsewhere in this agreement, the Licensor owns all right, title and interest in and to the Licensed Material and that School/user has no right to use any of it beyond the express terms of this agreement.

For the agreed licence fee, and to the other terms of this agreement, the Licensor grants to School/user a licence to use the Licensed Material for a term as stated in the agreed contract, within the Market / Area of Activity.

School/user shall not promote or use the Licensed Material or any part of it outside the Market / Area of Activity.

School/user must not assign nor sub-license the Licensed Material except as specified in this agreement.

School/user may not allow any other person to use the Licensed Material except as a contractor or customer of School/user.

This grant includes the right to create and use / sell Derived Products in the Market / Area of Activity.

The licence may not be assigned nor transferred, except on the following conditions:

that the Licensor approves the assignee (and the licensor may disapprove without giving a reason);

that the assignee enters into an agreement directly with the Licensor in similar terms to this agreement, but changed to match any other agreement to license the Licensed Material made by the Licensor after this agreement.

that the Licensor is released from all obligations to maintain and/or provide support in respect of the Licensed Material.

the sub-licence is non-assignable.

So far as any goodwill is generated by School/user's use of the Licensed Material it shall accrue to the benefit of the Licensor.

Expiry of any patent, trademark or third party licence shall not be assumed to affect the operation of this agreement.

8. Licence of the Supporting IP

The Licensor grants to School/user a licence to use the Supporting IP on the same terms as the above specified licence to use “Thinking Differently for Disadvantaged Learners”.

No licence fee is payable in respect of the Supporting IP.

It is not required that every publication or appearance of Licensed Material must bear an attribution.

Products derived from Supporting IP must not be written, created or produced.

9. Third Party IP

Third Party IP is listed in Schedule 3.

The Licensor has obtained all necessary permissions and licences of Third Party IP, and has paid all necessary fees, to enter into this agreement.

The Licensor now grants a licence of in respect of Third Party IP, limited by the extent of the rights granted to it by owners of that Third Party IP.

As an exception to the remainder of this paragraph, the Licensed Material may contain software applications, the copyright of which is owned by third parties and sold throughout the World. (Examples may include Microsoft Corporation, Oracle Corporation)

The Licensor gives neither representation nor warranty in respect of any such software. It is for School/user to identify and subscribe as necessary to any such software.

10. Protection of Licensed Material

School/user agrees that it will:

not claim nor register any Intellectual Property right in the Licensed Material nor cause or permit anything which may damage or endanger the Licensor’s title to it;

not create, write or make any new thing in any medium, which performs a similar function to any item the Intellectual Property of which is owned by the Licensor;

not use the name ""Thinking Differently for Disadvantaged Learners"" as a trade name, nor in any marketing material, except to promote its use in accordance with this agreement.

not use the name ""Thinking Differently for Disadvantaged Learners"" as a trade name, nor in any marketing material except in the Market / Area of Activity.

not represent that School/user is the owner or originator of any Licensed Material nor take any action that is inconsistent with the Licensor's ownership of it.

use its best endeavours to notify all persons who may become aware of the Licensed Material, that all Intellectual Property rights are owned by the Licensor and not by School/user.

not remove any identification or reference number or other information which may be embedded in any file or printed in any material which is part of the Licensed Material.

not publish any words or take any action whatever, which tend to:

denigrate the Licensor or its products, business, directors, staff or agents;

reduce the value of the Licensor's business or reputation or of its Intellectual Property.

11. Third party infringement

If either party becomes in any way aware of any infringement or potential infringement of any right relating to the Licensed Material, it shall immediately notify the other of them.

The Licensor shall have the first right, but not the obligation, to take action against others, at its own cost, in whatever way it chooses, to protect the Licensed Material.

The Licensor must notify School/user within 28 days of any action it decides to take, specifying its proposed heads of claim and the damages and other remedies claimed.

School/user agrees to co-operate with the Licensor in any litigation or other enforcement action that the Licensor may undertake to enforce or protect any of the Licensed Material. Such co-operation includes provision of documents, witness statements and data and for School/user to be named as a party to proceedings if that is reasonably required.

All reasonable lawyers' fee and other expenses incurred by School/user in connection with such co-operation shall be reimbursed by the Licensor within four weeks of submission to it by School/user of proof of payment.

School/user shall have the right to participate and be represented in any such action, suit or proceeding by its own legal team at its own expense.

School/user shall have no recourse against the Licensor arising out of the Licensor's handling of or decisions concerning any such proceeding or settlement of it. However, the Licensor shall not agree any settlement or compromise of any claim which might affect the business of School/user without its consent. That consent shall not be withheld unreasonably.

If the Licensor fails to take action on a matter which affects or may affect the business of School/user, then School/user may do so. If that happens the above provisions apply, *pari passu*, the alternative way around.

School/user may at any time discontinue or settle its action or claim if it so decides, without reference to the Licensor.

If a party brings an action under this paragraph and subsequently ceases to pursue or withdraws from that action, it shall immediately inform the other party whereupon that other party may substitute itself for the withdrawing party under the terms of this paragraph.

All money recovered through any proceeding or claim, or from any settlement of it, shall belong to the party that brought the proceeding or claim. However, if both parties have been involved in bringing or continuing a claim, the sum recovered shall be divided between them, in approximate proportion to their losses or potential losses had the claim not been brought.

12. Continuing improvement of Licensed Material

The Licensor will maintain all Licensed Material in its name at its sole cost.

School/user will co-operate with the Licensor so far as is reasonably necessary and at its own cost, provided there is a clear benefit to School/user to maintain any particular item of Licensed Material.

If School/user shall reasonably so request, the Licensor shall obtain, at its own expense, additional trademarks which may be used by School/user in a particular market.

Any trademark registered under the terms of this paragraph shall be in the name of the Licensor and shall become part of the Supporting IP.

If the Licensor declines to register a trademark requested by School/user, then School/user may register that mark in its own name and as its own property.

The Licensor will not abandon or allow to lapse any registration or application relating to the Supporting IP or other Licensed Material. If it wishes to do so, it will instead assign all rights in that Intellectual Property to School/user as fast as reasonably possible. Each party shall pay its own expenses in respect of any such assignment.

13. New Intellectual Property

In this paragraph, “New Intellectual Property” means Intellectual Property of any sort, written or discovered while ever this agreement is valid, which is not a Derived Product, but which improves or facilitates the operation or marketing or support of “Thinking Differently for Disadvantaged Learners”.

In the event that School/user creates, acquires or develops any New Intellectual Property, School/user hereby grants to the Licensor a worldwide, royalty-free, exclusive license to that New Intellectual Property. A licence granted under this provision shall include the right to grant sub-licenses worldwide, under any payment term or royalty-free.

14. Derived Products

When School/user creates any Derived Product, it shall belong to the Licensor alone.

School/user now agrees that it will:

do its utmost to ensure that the Licensor acquires or retains the DP Rights;

tell the Licensor reasonably soon after the creation of any Derived Product;

provide to the Licensor whatever full specification, description text or drawings as are together necessary to enable the DP Rights to be registered or protected by the Licensor;

do whatever the Licensor considers to be necessary or desirable to enable the DP Rights to be transferred into the name of the Licensor or otherwise to secure ownership by the Licensor.

15. Training provision

The Licensor agrees that it will provide training in the use of the Licensed Material in accordance with the programme set out in Schedule 4.

16. Confidential Information

The parties are aware that, as a result of this agreement, they will each have access to and be entrusted with Confidential Information of the other. All Confidential Information and other data, whether marked as confidential or not, shall be held in strict confidence by the other of them and used only for the purposes for which it was supplied. Accordingly, each party now undertakes to the other that while ever the licences envisaged by this agreement subsist it will:

except as provided in this agreement, not divulge to any person whatever, any Confidential Information;

not use the Confidential Information in any way for themselves or any other person, except in a way that is authorised by this agreement or by the proper authority of the discloser;

not store, copy, or use the Confidential Information in any place or in any electronic form which may be accessible to any other person

keep all records of the Confidential Information in all media separate from other records;

keep all records only at the address as specified above (and in particular not take records in electronic form to any other place);

use their best endeavours to keep confidential (and to make sure that their employees and agents shall keep confidential) any Confidential Information which they may acquire.

This paragraph does not apply to disclosure:

made with the consent of the party whose material is disclosed ;

of information or knowledge which was already in the public domain at the time of disclosure or which comes into the public domain otherwise than by default of a party;

of information which was already known to the receiving party, (who is not under an obligation of confidentiality), at the time of disclosure. This exception is valid only if supported by documentary evidence;

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by a third party who had no obligation to the other party not to disclose such information;
of information which can be shown to have been developed or created independently by
the receiving party;

by order of the court or to assist in promoting a party's case in litigation;

of information which must be disclosed by the receiving party to regulatory authorities in
connection with filing patent applications; or registration, marketing, distribution, use, or
sale of Licensed Material;

so far as required under the rules of any stock exchange;

required by applicable laws or governmental regulations or judicial or regulatory process or
in connection with any judicial process. In this case the disclosing party must give as much
notice as possible to the other party and make every effort to protect confidentiality.

The financial terms of this agreement are the Confidential Information of both parties.

The obligations set out in this paragraph shall continue to be fully effective indefinitely
even if either party as recipient has destroyed or returned the Confidential Information.

The provisions of this paragraph shall survive after termination of this agreement for a
period of 5 years from termination.

The provisions of this paragraph apply to any act or omission of an employee of a party
acting outside of his employment as it would had he been acting within it.

Each party now undertakes to the other to make all relevant employees, agents and sub-
contractors aware of the confidentiality of Confidential Information and the provisions of
this paragraph and to take all such steps as shall from time to time be necessary to ensure
compliance by those people with these provisions.

Each party now undertakes for itself and every employee or sub-contractor whose services
it may use while ever the licences envisaged by this agreement subsist, that it will not
divulge to any person whatever or otherwise make use of (and will use its best endeavours
to prevent the publication or disclosure of) any trade secret or Confidential Information.

17. Indemnity by School/user

School/user agrees to indemnify the Licensor against all costs, claims and expense arising directly or indirectly from:

its failure to comply with the law of any country;

its breach of this agreement;

any act, neglect or default by any of its agents, employees, licensees or customers;

a contractual claim arising from its use of the Licensed Material;

a breach of the Intellectual Property rights of any person;

18. Indemnity by Licensor

The Licensor will indemnify School/user for its reasonable costs and all damages awarded under any final judgment or agreed by the Licensor in final settlement to the extent that any part of the Licensed Material infringes the Intellectual Property rights of a third party.

The conditions for the indemnity by the Licensor are:

School/user makes no statement prejudicial to the Licensor;

School/user has not contributed to the infringement;

the Licensor is promptly notified in writing of the details of the claim;

the Licensor has sole control of the defence of the claim and all related settlement negotiations; and

School/user gives the Licensor all reasonable assistance at the Licensor's expense in connection with the claim.

If an allegation of infringement of third-party rights is made, or in the Licensor's opinion is likely to be made, in respect of the Licensed Material the Licensor may at its own expense:

obtain for School/user the right to continue using the Licensed Material; or

modify or replace the Licensed Material so as to avoid infringement.

This paragraph states the entire liability of the Licensor with respect to the infringement or alleged infringement of any third-party rights of any kind by use of the Licensed Material.

This paragraph (and any other paragraph which excludes or restricts liability or provides an indemnity to the Licensor) applies to the Licensor's directors, officers, employees, subcontractors, agents and affiliated companies (who may enforce this clause under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017, as well as to the Licensor itself.

19. Indemnification process

In a circumstance when an indemnity might be activated by a third party claim, the indemnified party shall immediately give written notice to the party from whom indemnification is sought (the "Indemnifier") of an actual or anticipated claim. The notice shall be accompanied by copies of all relevant documents and other information in the possession of the indemnified party.

If the Indemnifier acknowledges in writing its obligation to indemnify, then it shall be entitled to assume and control the defence of any third party claim. If the Indemnifier wishes to do so, it must notify the indemnified party within such time as cannot prejudice the defence of any claim.

The Indemnifier may choose its lawyers and advisers and conduct the defence without reference to the indemnified party.

If the respective interests of the parties are such that the indemnified party has some interest which is not or may not be subject to indemnity, it may insist on being represented by the same legal team as represents the Indemnifier.

If and only if counsel for the Indemnifier advise that there is or may be a conflict of interest between the parties, then the indemnified party may engage its own legal team at the cost of the Indemnifier.

In a circumstance when an indemnity might be activated, the parties shall co-operate each to the best of its ability, in providing to the other evidence of any description which may assist in the defence of a claim. "Evidence" includes co-operation by any director or employee of a party to act as a witness to any fact or event. If the indemnified party fails to co-operate, whether on legal advice or for any other reason, it shall forfeit its right to reimbursement of costs and expenses.

The Indemnifier may not settle a claim without the consent of the indemnified party in circumstances where the indemnified party remains subject to proceedings.

20. The measure of damages

The measure of damages for breach of this agreement shall be the figure for sales lost or likely to be lost by the party claiming breach.

Without prejudice to any other rights or remedies which a party may have, the parties now acknowledge and agree that damages would not be an adequate remedy for any breach of the terms of this agreement and that in the event of breach, the party claiming shall be entitled, in addition to damages, to the remedies of injunction, specific performance and other equitable relief.

21. Termination

This licence is effective until terminated. The licence granted by this agreement shall terminate with immediate effect in the following event:

School/user fails to make the payment of the licence fee; or

School/user is in default of the any terms of this agreement and fails to correct such default within 30 days after written notice thereof from the Licensor; or

the ownership rights of the Licensor in respect of the “Thinking Differently for Disadvantaged Learners” are challenged by third party in any court of law or before competent authority.

22. Publicity / Announcements

No public or press announcement shall be made about the subject matter of this agreement unless the text has been first approved by all the parties.

Except, that no party shall be prohibited from making any public announcement or disclosing such information as may be necessary to comply with any law or the regulations of a recognised stock exchange.

23. Miscellaneous matters

In addition to the rights of the Licensor under the law of a jurisdiction with authority to interpret this agreement, the Licensor shall be entitled to claim damages for breach of this agreement in such sum as any one or more third parties have received, or are likely to have received, for sales made as a result, directly or indirectly, of the breach. This right is an alternative to a claim for damages based on loss of profit. School/user agrees that this provision is reasonable and likely to reduce the time and cost of litigation.

A party to this agreement shall not be liable for its default if caused by the action of any judicial authority provided it uses its best endeavours lawfully to circumvent the prohibition and comply with this agreement.

The expiry of any registration or statutory right shall not affect this agreement or be a cause of action.

No amendment or variation to this agreement is valid unless in writing, signed by each of the parties or its authorised representative.

The parties acknowledge and agree that this agreement has been jointly drawn by them and accordingly it should not be construed strictly against either party.

So far as any time, date or period is mentioned in this agreement, time shall be of the essence.

If any term or provision of this agreement is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms.

Each party to this agreement now undertakes to the other that it will comply with the Data Protection Act 2018 regarding protection, disclosure, and processing of personal information of other of them. Each of the parties agrees that the obligation set out in this paragraph shall apply also to personal information of any other person whom a party to this agreement may contact in relation to the subject matter of this agreement.

The rights and obligations of the parties set out in this agreement shall pass to any permitted successor in title.

Any obligation in this agreement intended to continue to have effect after termination or completion shall so continue.

No failure or delay by any party to exercise any right, power or remedy will operate as a waiver of it nor indicate any intention to reduce that or any other right in the future.

The parties agree that electronic communications satisfy any legal requirement that such communications be in writing.

Any communication to be served on either of the parties by the other shall be delivered by hand or sent by first class post or recorded delivery or by e-mail.

It shall be deemed to have been delivered:

if delivered by hand: on the day of delivery;

if sent by post to the correct address: within three days of posting;

If sent by e-mail to the address from which the receiving party has last sent e-mail: within 24 hours if no notice of non-receipt has been received by the sender.

In the event of a dispute between the parties to this agreement, then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

Unless otherwise stated, this agreement does not give any right to any third party under the Contracts (Rights of Third Parties) Act 1999 / Contracts (Rights of Third Parties) (Scotland) Act 2017 or otherwise, except that any provision in this agreement which excludes or restricts the liability of a party shall also operate to restrict the liability of any director, officer, employee, subcontractor, agent or affiliated company of that party. This provision may be enforced under that Act.

In the event of any conflict between any term of this agreement and the provisions of the articles of a limited company or any comparable document intended to regulate any other corporate or collective body, then the terms of this agreement shall prevail.

Each party shall bear its own legal costs and other costs and expenses arising in connection with the negotiation and drafting of this agreement.

This agreement may be executed in multiple counterparts each of which shall be considered an original and all or any one of which constitute one and the same instrument.

The validity, construction and performance of this agreement shall be governed by the laws of [England and Wales / Scotland / Northern Ireland] and the parties agree that any dispute arising from it shall be litigated only in that country.

Signed by [personal name] on behalf of Challenging Education Ltd as its representative who personally accepts liability for the proper authorisation by Challenging Education Ltd to enter into this agreement

Signed by [personal name] on behalf of [Licensee name] as its representative who personally accepts liability for the proper authorisation by [Licensee name] to enter into this agreement

Schedule 1: Description of “Thinking Differently for Disadvantaged Learners”

“Thinking Differently for Disadvantaged Learners” is a training course for staff in schools aimed at improving their ability to teach and support disadvantaged learners more effectively.

Structure

Six 90-minute sessions (broken down into shorter sessions) are provided over the course of an academic year which all staff in a licenced school can access. These sessions are predominantly delivered in video form with supporting workbooks and information sheets. The licence allows for use in group and whole staff meetings or in any other format the licensee requires within the terms of the agreement.

One member of school staff per school will be designated as the “Lead Professional Learner” (LPL) for “Thinking Differently for Disadvantaged Learners”. The LPL will be invited to submit questions about the content of the most recent session and to attend a recorded question and answer session with Challenging Education (CE) directors. [In some cases, there may be more than one LPL per school]

The recorded question and answer session will be made available to all LPLs via the CE Professional Learning Programme website forum. LPLs will be expected to reflect on the content and the use of the training in school and to respond to other LPLs’ reflections.

Content

Content will cover all aspects of the education of disadvantaged learners and will be subject to change depending on relevant research releases.

Timing

The 90 minute training sessions will be released one per half-term (England and Wales academic timings). The question and answer sessions will be recorded within 2 weeks of the release date each half term and uploaded to the forum.

Schedule 2: Supporting IP

Subject to copyright:

- All video segments produced as part of “Thinking Differently for Disadvantaged Learners”
- All supporting documents (workbooks/quiz sheets/information sheets/surveys) where otherwise not attributed.
- All forum content uploaded by CE and posts produced by CE directors or moderators.
- Any reference to “Raising the Attainment of Disadvantaged Youngsters” (RADY) and its methodology.

General Statement

All rights, including copyright, in this content (including, but not limited to, the CE company logo, and all text, layout, graphics, video and audio material and artwork) are owned or controlled for these purposes by Challenging Education Ltd unless otherwise stated.

Schedule 3: Third Party IP

Where third party IP is used it is fully attributed.

Schedule 4: Training provisions

Challenging Education Ltd (CE) provides full details of how to access the training materials as soon as purchase and agreement with the licence is confirmed.

CE staff and moderators will be made available via email and telephone to support customers with technical issues.

