

Irish Water Safety Franchise Agreement with Individuals or Companies delivering the IWS Awards.

Obligations on the individual, company or organisation with regard to course delivery

1. Identify who will be directly responsible for the delivery of IWS courses.
2. Those directly responsible for course delivery must be able to prove they hold a qualification, which is equivalent to the relevant IWS award according to IWS equivalence defining procedures.
3. The persons directly responsible for delivery of IWS courses must
 - i. Undergo the process of “Garda Vetting”.
 - ii. Attend, and be able to provide proof of attendance if requested, of a recognised course, relating to best practice and procedures when dealing with children as approved by the Irish Sports Council .
4. The person(s) named as being responsible for the delivery of IWS courses must undergo an assimilation course, which will include the following:
 - i. IWS philosophy and structures.
 - ii. Relevant IWS course syllabi.
 - iii. Course examination procedures.
 - iv. IWS course registration procedures.
 - v. Ordering from IWS and associated invoicing arrangements and subsequent payment conditions ie paid in full within 30 days of receipt of invoice
 - vi. Volunteers’ charter.
 - vii. Requirements for ongoing professional development.
5. Ensure IWS examination procedures are adhered to.
6. Ensure that only appropriately qualified IWS personnel are used for examination purposes, as per IWS syllabus guidelines.
7. Those defined as being responsible for the delivery of IWS courses must attend personal development courses/seminars, in line with the principles of *Continuing Professional Development (CPD)*. Proof will be required where questions or issues of validity are concerned.
8. Ensure the processing of candidate results are completed electronically, in accordance with IWS procedures. Attendance at a short course regarding the inputting of IWS candidate results, delivered by IWS staff, may be requested, if not covered during the assimilation courses referred to above.
9. Ensure a copy of the candidate results’ input receipt is forwarded to the course examiner.

Organisations, Companies and Individuals must further agree to

- (a) Pay all course related costs, including pool and room hire, examiner expenses, manuals, log books and course registration fees.
- (b) Abide by the principles of equality when delivering IWS courses.

- (c) Ensure all tax related matters are in order for the organization, company or individual delivering courses. IWS will not be responsible for income or expenditure declarations.
- (d) Ensure the conditions of Data Protection Act and the Freedom of Information Act are adhered to, where computers and all records are concerned.
- (e) Ensure candidates' rights to confidentiality are protected.
- (f) Ensure IWS copyright is protected at all times.
- (g) Ensure you or those named as being directly responsible for delivering IWS courses on behalf of your organization or company are fully insured. IWS may seek copies of this insurance.
- (h) Ensure Child Protection policies and reporting procedures are in place where courses are being delivered to candidates under the age of 18 years.
- (i) Ensure their customers, undertaking IWS qualifications, where contact with minors is likely, undergo the process of "Garda Vetting" e.g. during teaching practice.
- (j) Pay all legal fees resulting from incidents relating to the delivery of courses.
- (k) Refrain from appointing others to deliver IWS courses without prior consultation with and permission from the CEO of IWS. All persons recommended must fulfill the criteria outlined in the above section, *"Obligations of the Individual, Organisation or Company with regard to course delivery"*.
- (M) Abide by price structures set by IWS from time to time.
- (N) Ensure the settlement of course related disputes will remain the responsibility of the Individual, Organisation or Company.

IWS reserve the right to

- Carry out periodic reviews of the relationship between the individual, organization or company and IWS.
- Inspect course delivery procedures.
- Review and revise course content, delivery and examination procedures.
- Ensure those delivering IWS courses meet the criteria, outlined at the start of this document.

IWS and the individual, organization or company reserve the right to review and/or terminate this franchise agreement. Termination will be with one months notice but where concerns exist for the good name of IWS, termination may be immediate.

IWS will ensure those delivering awards within the above structure receive opportunities to further their skills and are informed of relevant courses and seminars.

I _____, fully understand and agree to abide by the conditions outlined above.

Signed _____ Date _____

I _____ representing Irish Water Safety, have
witnessed the signing of the above agreement.

Signed _____ Date _____