

# AROMATHERAPY TRAINING PROVIDER ACCREDITATION AGREEMENT

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Tel: 01455 637987 Fax: 01455 890956 admin@ifparoma.org www.ifparoma.org This Aromatherapy Training Provider Accreditation Agreement ('Agreement') is made between the following Parties: the International Federation of Professional Aromatherapists (the 'Federation') and the organisation described in the signature section of this agreement (the 'Aromatherapy Training Provider'); together referred to herein as the 'Parties'.

In consideration of the mutual rights and obligations of the Parties set forth below, the Parties agree as follows:

# 1. Scope of Agreement

- 1.1 This agreement is made for the accreditation of one Aromatherapy Training Provider offering a professional aromatherapy qualification programme at one physical locations or through one online platform, submitted by application to the Federation.
- 1.2 This agreement covers the application process and sets out the obligations of both parties.
- 1.3 Additional physical locations owned and operated by the same proprietor, known as 'satellite' training providers, are subject to an additional process of accreditation.
- 1.4 Affiliates and/or franchises of aromatherapy training providers are excluded from this agreement and cannot be accredited by the Federation solely on the basis of association with an aromatherapy training provider.

#### 2. Definitions

**Accreditation**: The process by which an aromatherapy training provider is recognised as meeting the standards established by the Federation for the training of individuals in the professional practice of aromatherapy and for eligibility for full membership of the Federation.

**Accreditation Agreement**: The Agreement between the Aromatherapy Training Provider and the Federation that defines the requirements and procedures of the Federation's Accreditation Policy.

**Accreditation Policy**: The requirements and procedures that constitute the Federation's process of accrediting an aromatherapy training provider, which may be amended from time to time by the Federation.

**Code of Practice**: Standards of professional practice which members must maintain as part of their membership of the Federation.

**Complaint**: Formal notification of dissatisfaction over one or more matters regarding the service and/or performance of an aromatherapy training provider.

**Accreditation Assessment**: Evaluation of the course stucture, materials and delivery of an aromatherapy training programme delivered by an aromatherapy training provider.

**IFPA Tutor**: A member of the Federation who has met the requirements for the Federation's Qualifying Tutor Criteria.

**Intellectual Property:** The IFPA Logo and Training Provider Logo, supplied by IFPA; all IFPA syllabi; and any bespoke IFPA system and process.

**Schedule(s)**: Special conditions agreed by both Parties and attached to this Agreement as part of the training provider's accreditation process.

**Standards of training**: The requirements established by the Federation for the comprehensive theoretical and practical training of individuals in the professional practice of aromatherapy.

**Student**: An individual currently enrolled on aromatherapy training programme.

# 3. Requirements of Accreditation

- 3.1 The Aromatherapy Training Provider applying for accreditation by the Federation will submit all necessary documentation required by the Accreditation Policy, and will in addition cooperate with any further requests or special conditions.
- 3.2 The Aromatherapy Training Provider applying for accreditation will ensure that it meets the standards for accreditation before submitting an application.
- 3.3 The owner and key faculty members of the Aromatherapy Training Provider will ensure that staff interact with students and the Federation in an honest, professional matter, and avoid conduct that could bring the Federation or profession into disrepute.
- 3.2 Until the application process is complete, the Aromatherapy Training Provider will not make reference to their application to the Federation for promotional purposes other than to inform prospective students that 'accreditation has been applied for but is not guaranteed'.
- 3.3 Students who have successfully undertaken aromatherapy training with a training provider granted accreditation after the completion of their training will not have their qualification recognised by the Federation on an automatic basis.

## 4. Application for Accreditation

- 4.1 The Aromatherapy Training Provider will complete an Application Form and the training provider's owner will formally accept the terms of the Accreditation Agreement.
- 4.2 The Aromatherapy Training Provider will pay the applicable Accreditation Fee. The Accreditation Fee covers only one potential resubmission to the Federation. Additional fees may apply for further resubmissions.

#### 5. Accreditation Assessment

- 5.1 The Aromatherapy Training Provider will provide specific information and supporting documentation, and have in place processes and conditions that meet the Federation's educational standards. Documentation submitted will include but are not limited to information in respect of course structure, contact and recommended private study hours, teaching materials, course tutors, learning strategies, assessment materials, marking schemes, complaints procedure, and other information.
- 5.2 The Aromatherapy Training Provider will answer any and all additional questions related to its accreditation by the Federation, including questions relating to intellectual property (IP).
- 5.2 The Aromatherapy Training Provider agrees to comply with the Federation's requests for clarification in repect of completeness, consistency and/or accuracy of the documentation provided for accreditation.
- 5.3 In respect of an Aromatherapy Training Provider that provides its qualification course through in-class delivery, an inspection of the teaching environment will be conducted. However, the Federation may in some cases rely on other forms of assessment in place of an inspection.
- 5.4 Accreditation Assessments are be designed to assist the training provider and the Federation in maintaining and improving standards. They are not designed to be confrontational.
- 5.5 An Accreditation Report will be submitted to the Federation within a specified timescale.
- 5.6 In the event that an initial assessment is unsatisfactory, the Federation will provide advice and guidance on elements that require improvement as well as the further evidence required to demonstrate that the training provider meets its standards, within a specified time scale Any costs relating to subsequent further assessment will be borne by the training provider.
- 5.7 If an Aromatherapy Training Provider is unable to meet the stipulated requirements, they will be advised by the Federation of a revised time scale within which the application will lapse.
- 5.8 As part of its quality assurance procedures, the Federation reserves the right to carry out post hoc evaluations of all assessment materials included but not limited to: teaching materials, assessment strategies, examination papers, marking schemes and other information. All documentation requested will be treated in strictest confidence. Please refer to the Federation's Confidentiality Policy for more details.

#### 6. Duration and Renewal of Accreditation

- 6.1 Aromatherapy Training Provider Accreditation is valid for a period of 12 months on an anually renewable basis, from the date given on the Accreditation Certificate, unless the Accreditation has been removed or suspended in accordance with this Agreement.
- 6.2 Yearly renewal of accreditation consists of payment of the annual fee, re-commitment to the terms of this Agreement, and re-confirmation that the requirements in the Accreditation Policy are being met. Failure to complete the process of renewal within thirty (30) calendar days with will result in the removal of accreditation of the Aromatherapy Training Provider by the Federation.
- 6.3 Where the Federation has evidence that an Aromatherapy Training Provider may be breaching its standards, the Federation may initiate a re-accreditation assessment without notice.
- 6.4 Where an accredited Aromatherapy Training Provider has had their IFPA accreditation suspended or withdrawn, the Aromatherapy Training Provider is wholly responsible for any dissatisfaction voiced by a student.

#### 7. Tutors and Examiners

- 7.1 Tutors employed in the delivery of an IFPA-accredited aromatherapy training course should be qualified in accordance with the Federation's Qualifying Tutor Criteria.
- 7.2 The Aromatherapy Training Provider applying for accreditation will supply all the information required to verify the teaching qualifications of the Principal Tutor, course tutors, trainee tutors, specialist tutors and visiting lecturers.
- 7.3 It is the responsibility of the accredited Aromatherapy Training Provider's owner to ensure that tutors engaged by the provider are qualified in accordance the Qualifying Tutor Criteria.
- 7.4 The Federation must be notified if there is a change in status of a Principal Tutor.
- 7.5 Examiners of summative assessments, whether external or in-house, must have at least five (5) years professional aromatherapy experience. It is the responsibility of the accredited Aromatherapy Training Provider's owner to ensure that external or in-house examiners engaged by the provider are qualified in accordance the Qualifying Examiner Criteria.

## 8. Obligations of the Federation

- 8.1 In administering the process of accreditation, the Federation will endeavour to operate within the time scales set down for the various stages of an application, and will do so in a fair and transparent manner.
- 8.2 Once Accreditation is granted, the Federation will endeavour to monitor the Aromatherapy Training Provider's activities for the benefit of provider's students and the protection of the Federation's reputation.
- 8.3 The Federation's requirements for accreditation may be amended from time to time. Having done so, the Federation will endeavour to give reasonable notice to all Accredited Training Providers before any new standards are implemented and enforced.

# 9. Confidentiality

- 9.1 All written and oral information and materials provided by the Aromatherapy Training Provider to the Federation as part of its Accreditation Assessment, or as part of a reaccreditation process, will be treated as strictly confidential information regardless of whether information was provided before or after the date of accreditation, or how it was provided to the Federation.
- 9.2 Confidential information includes all information relating to an application for accreditation, including but not limited to:
  - Accreditation Application Form
  - Information regarding tutors and examiners, including curriculum vitae and certificates.

- Course outline and curricula including those for aromatherapy and essential oil studies; therapeutic massage; anatomy and physiology; supplementary modules.
- Course schedule and timetable
- Teaching and learning methods
- Course handouts and lists of teaching resources
- Evaluation forms
- Assessment strategies including examination papers, model answers, marking criteria, and case histories.
- Training provider insurance details
- 9.3 Information treated as confidential will not include the following:
  - Information that is generally known in the industry.
  - Information that is currently, or subsequently becomes, available to the public through no act or omission of the Federation.
  - Information rightly in the possession of the Federation prior to receiving confidential information from a training provider.
  - Information that is independently generated by the Federation without direct or indirect use of a training provider's confidential information.
  - Information that the Federation has rightfully obtained from a third party holding the legal right to transfer or disclose it.
- 9.4 Confidential information will only be used by the Federation for the purpose of evaluating and determining compliance with the Federation's Standards.
- 9.5 The Federation may disclose any of the confidential information to such trustees, trustee appointees, employees and advisors who are required to review confidential information for the purpose of accreditation evaluation.

# 10. Compliance

- 10.1 Non-compliance or breaches of the Federation's Accreditation Policy and/or this Agreement may lead to suspension or withdrawal of the Aromatherapy Training Provider's Accreditation.
- 10.2 The Federation will notify the Aromatherapy Training Provider if it considers that there are matters that require correction or improvement, and will advise what actions should be undertaken by the training provider in order to comply with the standards.
- 10.3 Where an Aromatherapy Training Provider is notified of concerns by the Federation, it is required to respond within ten (10) days from the date of the notification, following which it may be required to act on a proposed timetable for compliance.
- 10.4 Failure to respond to or comply with a notification from the Federation may lead to suspension or withdrawal of Accreditation. A notice of suspension or withdrawal will be sent to the Aromatherapy Training Provider setting out the reasons for the action together with the conditions under which a suspension may be lifted or a withdrawal revoked.
- 10.5 Following suspension or withdrawal of accreditation, an Aromatherapy Training Provider is required to: cease claiming IFPA accreditation through any means, either through printed text or online web or social media sources; on all course programme materials; and to current and prospective students.
- 10.6 Following withdrawal of accreditation an Aromatherapy Training Provider is required to return its IFPA Accreditation Certificate.
- 10.7 In the event that accreditation is withdrawn from an Aromatherapy Training Provider the Federation will cease to refer to the provider on its website and all other Federation materials.

### 11. Complaints

11.1 Students enrolled on the professional qualification programme of an IFPA-accredited Aromatherapy Training Provider are able to contact the Federation to make a formal complaint against the provider.

- 11.2 The Federation is obliged to respond to complaints received from as student enrolled on the professional qualification programme of an IFPA-accredited Aromatherapy Training Provider, and will initiate an investigation into the concerns raised.
- 11.3 In the event that such a complaint is received, the Federation will in the first instance refer the matter back to the Aromatherapy Training Provider for comment and resolution.
- 11.4 The Federation may, at its discretion, invoke clause 10 (Compliance) of this Agreement, in order to investigate and seek a resolution in the event that an Aromatherapy Training Provider does not adequately address and resolve the matters raised in the complaint.

## 12. Appeals

- 12.1 An Aromatherapy Training Provider may appeal to the Federation's Board against a decision to suspend or withdraw its accreditation.
- 12.2 An appeal against a decision to suspend or withdraw accreditation must be made within thirty (30) days of the date of the notice of the suspension or withdrawal.
- 12.2 An appeal to the Federation will be considered by the Federation's Board and should include indicate grounds on which the appeal is being together with any supporting evidence.
- 12.3 The Federation Board may assign a member of the Board or other appropriate person to: may further enquiries; request additional evidence; and/or seek independent expert advice.
- 12.4 In the event that an appeal is successful, the Board may authorise that a suspension is lifted or withdrawal of accreditation is reversed.
- 12.5 If an appeal is only partially successful, the Board may apply specific conditions within a given time scale for the lifting of a suspension or reversal of a withdrawal of accreditation.

# 13. Intellectual Property

- 13.1 Except for rights expressly granted under this Agreement, nothing herein will function to transfer any of either Party's Intellectual Property rights to the other party.
- 13.2 Except for rights expressly granted under this Agreement, each Party will retain exclusive interest in and ownership of its Intellectual Property developed before this Agreement or developed outside the scope of this Agreement.
- 13.3 The Aromatherapy Training Provider, in order to demonstrate their Accreditation by the Federation, may display the Accredited Training Provider logo [ref: 13.5] on printed material including qualification and continuing professional development course certificates, provided the size of the logo does not exceed 35 mm in width and 35 mm in depth, and on digital online platforms including the Aromatherapy Training Provider's website and social media pages, provided the size of the logo does not exceed 135 px in width and 135 px in depth.
- 13.4 The Aromatherapy Training Provider will not make use of any other logo forming part of the Federation's Intellectual Property without the prior express written permission of the IFPA Board, nor use the title 'The International Federation of Professional Aromatherapists' in such a way on written material or digital platforms to imply a relationship with the Federation that exceeds that of Training Provider Accreditation as outlined in this Agreement.
- 13.5 Specified Accredited Training Provider logo that the Aromatherapy Training Provider has permission to display under the terms specified by item 13.3:



### 14. Termination of Agreement

- 14.1 The Aromatherapy Training Provider may terminate this agreement at any time for any reason by giving thirty (30) days' notice. Such notice must include an undertaking and assurance that all promotional materials, website and social media information, and course material have been amended to remove reference to accreditation of the provider by the Federation.
- 14.2 This agreement may be terminated by the Federation by means of withdrawal of accreditation from the Aromatherapy Training Provider in accordance clause 10 (Compliance) and clause 11 (Complaints) of this Agreement.
- 14.3 If either party becomes insolvent or bankrupt, or enters into receivership, dissolution or liquidation, the other party may terminate this agreement with immediate effect.
- 14.4 Either party may terminate this agreement with immediate effect if any Law makes the terms of this agreement illegal or otherwise prohibited, or any governmental authority issues an Order restraining or enjoining the transactions under this agreement.
- 14.5 In the event that the Aromatherapy Training Provider terminates this agreement, the accreditation fee and any other fees paid in respect of accreditation are non-refundable. However, the Federation may refund all or a proportion of fees paid at its discretion.
- 14.6 This Agreement is governed by the Law of England and Wales, and is subject to the exclusive jurisdiction of the Courts of England and Wales.

By signing below, the legal owner of the Aromatherapy Training Provider agrees to be bound by this Agreement and the Federation's Accreditation Policy and requirements.

For and on behalf [of Aromatherapy Training Provider]:
Signed [legal owner of Aromatherapy Training Provider]
Name
Date
Cionad [Dringing] Tutor of Aromatharany Training Dravid
Signed [Principal Tutor of Aromatherapy Training Providence of Principal Tutor of Principal
Name
Date