

EMCC Global Quality Award EQA/ESQA/TCQA/PMQA Agreement Conferring & Acceptance of Award

BETWEEN: (1) **EMCC Global**, an international not-for-profit organisation incorporated in Belgium and having its registered office at Avenue Paul-Henri Spaak 17, 1060 Brussels, BELGIUM, and with enterprise number (RPR, Brussels) 0819.495.590, represented by

Denise Whitworth
EMCC Global Board Director
EMCC Global Vice President Accreditation and Membership

AND: (2) **HumanCapital.Work** and having its registered office at

Av. La Dehesa 1822 Oficina 430,
Lo barnechea,
Santiago de Chile.
Chile

represented by

Joyce Veloso, Manager of Innovation and New Business

hereinafter referred to as the "**Organisation**";

EMCC Global and the Organisation are hereinafter each individually referred to as a "**Party**" and collectively as the "**Parties**".

CONTEXT - WHEREAS:

(A) EMCC Global is a not-for-profit organisation setting out the highest standards for coaching, mentoring, team coaching, programme management, supervision, leadership and management development, and offers a full range of EMCC Global Quality Awards:

■ **EMCC Global Quality Award – EQA**

- for coaching and/or mentoring education and training
- Bespoke Programme modules to support leadership development using coaching and/or mentoring skills across all settings and sectors

■ **EMCC Global Team Coaching Quality Award – TCQA**

- for team coaching education and training
- Bespoke Programme modules to support leadership development using team coaching skills across all settings and sectors

■ **EMCC Global Programme Manager Quality Award – PMQA**

- for programme management education and training
- Bespoke Programme modules to support programme management across all organisational settings and sectors

■ **EMCC Global Supervisor Quality Award – ESQA**

- for supervision education and training
- Bespoke Programme modules to support leadership and team coaching supervision across all individual and organisational settings and sectors

(B) The Organisation has applied for an EQA/ESQA/TCQA/PMQA or renewal for the programme titled:

Certificación Internacional de Coaching por Competencias

Reference: EQA20240016

(the “**Programme**”)

The Programme, Organisation and its Education and Training provision has been reviewed and assessed by EMCC Global appointed Assessors using a evidence based ‘dynamic inquiry’ approach and ‘dialogic reflective process’ to ensure that it is contributing to, and meeting, global and internationally recognised professional standards and ethical practice.

(C) The Parties wish to specify the terms and conditions of the conferring and accepting of the EQA/ESQA/TCQA/PMQA Award in respect of the Programme on the terms set out below.

THE PARTIES HAVE AGREED AS FOLLOWS:

1 FRAMEWORK

- 1.1 EMCC Global Quality Award Panel is pleased to award the EQA/ESQA/TCQA/PMQA or renewal to the Organisation for their Programme (Title as detailed in 'Context B' above) at the level of:

Practitioner EQA

("Conferred EQA/ESQA/TCQA/PMQA Award")

The Organisation is prepared to accept the Conferred EQA/ESQA/TCQA/PMQA Award on the terms set out below.

- 1.2 The Conferred EQA/ESQA/TCQA/PMQA award is granted for a period of 5 years (the "**EQA/ESQA/TCQA/PMQA Period**") starting from **June 2024**, exact date will be the date of signature of this document.
- 1.3 The Conferred EQA/ESQA/TCQA/PMQA Award will be displayed on the EMCC Global EQA/ESQA/TCQA/PMQA award listing on the EMCC Global website which is open to the public.
- 1.4 During the Quality Award Period, the EQA/ESQA/TCQA/PMQA requirements may be updated or amended by EMCC Global. The Organisation shall, to the extent possible, align the Programme with any such EQA/ESQA/TCQA/PMQA change within one year after the EQA/ESQA/TCQA/PMQA change comes into effect. In the event that such alignment does not take place within one year then EMCC Global; may withdraw the Conferred EQA/ESQA/TCQA/PMQA Award from the Organisation. Save as aforesaid the Organisation shall not change the Programme without EMCC Global's consent.
- 1.5 The majority of contacts by EMCC Global to the Organisation in connection with the Conferred EQA/ESQA/TCQA/PMQA Award will be carried out virtually by telephone conferencing/Skype/Zoom/email etc. Occasionally face to face meetings may be arranged.

2 DUTIES OF EMCC GLOBAL

- 2.1 EMCC Global will grant in respect of the Conferred EQA/ESQA/TCQA/PMQA Award all privileges to the Organisation associated with the EQA/ESQA/TCQA/PMQA as specified on the EMCC Global website from time to time (e.g. use of the EQA/ESQA/TCQA/PMQA logo).
- 2.2 EMCC Global will ensure that a consistent EQA/ESQA/TCQA/PMQA assessment process is applied to all organisations that apply for an EQA/ESQA/TCQA/PMQA award to maintain/raise the current standards.
- 2.3 EMCC Global shall continue operating and publicising the EMCC Global Quality Awards during the EQA/ESQA/TCQA/PMQA Period.

3 DUTIES OF THE ORGANISATION

- 3.1** The Organisation agrees, during the EMCC Global Quality Award Period, to:
- 3.1.1** Maintain and so far as reasonably possible to raise the standards of education and training provided by the Organisation in respect of the matters that have been assessed by EMCC Global including governance; teaching, learning and assessment professional standards; quality assurance procedures; staffing; internal and external verification, for the purpose of this agreement, building on research and evidence-based practice.
 - 3.1.2** Deliver the Programme to participants to a high professional standard and in accordance with this agreement so that successful participants receive official recognition of their EMCC Global Quality Award.
 - 3.1.3** Maintain connection so far as reasonably possible with the EMCC Global Assessor(s) involved in the application leading to this agreement so as to secure a high level of evaluation, internal and external verification, alongside ongoing development.
 - 3.1.4** Ensure that **annual** and other internal and external Programme verification/review is carried out (with the support of the EMCC Global Accreditation Team, if required) in accordance with EMCC Global External Verification Standards.
 - 3.1.5** Submit to EMCC Global an Organisational EMCC Global Quality Award External Verification Report and annual update submission on the anniversary of this agreement or annual date agreed, in a format specified by EMCC Global (or equivalent eg External Verification Regulated Report) in line with internationally recognised Qualification Frameworks
 - 3.1.6** Uphold the professional standing of EMCC Global and to abide by the EMCC Global Code of Ethics as specified on the EMCC Global website.
- 3.2** The Organisation agrees to market and brand the Programme – regardless of the country/place/type of promotion – only under the name specified in clause 1.1 above.
- 3.3** The Organisation shall provide on-going cohort and annual reports (in confidence) to EMCC Global (for central records) of Programme participant numbers, and to the extent permitted under applicable data protection legislation (GDPR Article 6), the Organisation shall provide names and contact details of individual participants which will be held by EMCC Global only for the purposes of professional education and training accreditation and to support the individual in activating their EMCC Global Professional Designation – EIA, ITCA, IPMA and ESIA.
- 3.4** The Organisation will ensure, as covered and agreed in the Quality Award assessment process, to cover the Professional Designation requirements within the delivery of the Quality Award Programme (including recognising the excellence of all validated prior learning and experience) on entry to the EMCC Global Quality Award programme.
- 3.5** The Organisation may deliver the Programme only under its direct and full responsibility and shall fulfill all mandatory legal and regulatory formalities, registrations, and

subscriptions to deliver the Programme in a legitimate and valid way in the relevant country/place. The Organisation shall be solely responsible for compliance with all applicable laws, regulations, and other legal requirements in connection with the delivery of the Programme.

3.6 The Organisation shall provide such information to EMCC Global (or as it may direct) as it may request from time to time to assure compliance by the Organisation with the terms of this agreement. The Organisation shall allow EMCC Global or persons authorized by it to inspect the books and records of the Organisation as they relate to this agreement and to inspect any premises of the Organisation or online platforms relating to the delivery of the Programme and the ongoing assessments of participating delegates

3.7 **Conditions of awarding**, as documented in the assessment report, which need to be addressed are as follows:

Condition to support the graduate data moving forward:

To provide a copy of the Graduate data following each cohort completion in line with GDPR in the legitimate interests of the Quality Award Graduates.

NOTE: Current Graduate data has been provided – 29 Graduates

4 RENEWAL OF CONFERRED EQA/ESQA/TCQA/PMQA AWARD

4.1 If the Organisation wants to continue promoting and delivering the Programme after the EQA/ESQA/TCQA/PMQA period it will submit a renewal application to EMCC Global prior to the expiration of the then current Quality Award Period.

4.2 EMCC Global will remind the Organisation of the renewal at least twelve months prior to the expiration of the EQA/ESQA/TCQA/PMQA Period. The Organisation will apply for renewal of Conferred EQA/ESQA/TCQA/PMQA Award at least three months before expiration of the then current EQA/ESQA/TCQA/PMQA Period and, in the event of non-renewal, will communicate why it is not doing so.

4.3 Upon renewal, all EQA/ESQA/TCQA/PMQA changes of which the Organisation was notified during the EQA/ESQA/TCQA/PMQA Period whether under clause 1.4 above or otherwise must be implemented and this agreement shall continue in force unless otherwise agreed.

4.4 If the Organisation has not renewed the Conferred EQA/ESQA/TCQA/PMQA Award upon expiration of the then current EQA/ESQA/TCQA/PMQA Period, it will be removed from the EMCC Global website and all other EMCC Global documentation as an EQA/ESQA/TCQA/PMQA provider and all its EQA/ESQA/TCQA/PMQA privileges will be discontinued.

5 INTELLECTUAL PROPERTY

The Organisation agrees to abide by the EMCC Global policy (available on the EMCC Global website from time to time) concerning the use of the names and logos of EMCC Global and EQA/ESQA/TCQA/PMQA, and to require their Programme participants and staff to do likewise.

6 CONFIDENTIALITY

6.1 This agreement may entail the transfer from the Organisation of certain sensitive information to EMCC Global and vice versa. For purposes of this agreement, “**Confidential Information**” includes:

6.1.1 Any and all ideas, designs, drawings, reports, calculations, software, videos, films, photographs, other visual material, copyrights, know-how, data (notably market, financial or other business-related data), formulae, inventions, processes, techniques, analytical results, marketing strategies, locations, correspondence, e-mails, contact lists, documents, and other information relating to the Organisation, its personnel, and/or its students or clients revealed to EMCC Global or its assessors by the Organisation whether in writing or other tangible form or orally or otherwise obtained by EMCC Global or its assessors; and

6.1.2 The terms and conditions of this agreement.

6.2 However, the following information shall not be considered as Confidential Information under this agreement:

- Information that is in the public domain otherwise than due to default or breach of contract or other duty by a Party; or
- Information legally obtained from a third party who is bound by no confidentiality undertaking.

6.3 Each Party agrees to keep secret and confidential and not to use, disclose or divulge the Confidential Information, except (i) if necessary to perform this agreement, (ii) if a Party is required to disclose to comply with applicable laws, or to comply with governmental or other regulations, provided that the such Party gives prior written notice of such disclosure to the other Party, (iii) for the purposes of obtaining legal advice, or (iv) with the express prior written consent of the other Party.

6.4 The obligations in this clause 6 apply during the term of this agreement and for two (2) years after its termination.

7 DATA PROTECTION AND GDPR

7.1 The Parties agree to comply with all applicable data protection legislation and in particular the General Data Protection Regulation (European Union Regulation 2016/679) (GDPR).

7.2 To the extent permitted by the individual concerned (and so that no EMCC award may be conferred to an individual who for any reason does not agree to their data being provided to EMCC Global)¹, the Organisation shall provide EMCC Global permission to hold the individuals participating In or after completing or withdrawing from the Programme’s personal data in line with the data protection requirements and to use that personal data to contact them for the purposes of administration and communication about any EQA/ESQA/TCQA/PMQA and/or Programme related matters. The Organisation warrants

¹ Under Article 6 of GDPR consent is not required from a data subject if the processing is necessary for the performance of a contract to which the data subject is a party or if it is in the legitimate interests pursued by the controller or by a third party

and undertakes that it will use its best endeavours to obtain such consent from the individual concerned or, alternatively, indicate the legal ground based on which the Organisation is entitled to transfer their personal data to EMCC Global.

7.3 EMCC Global shall not transfer such personal data to third parties unless to its assessors and staff involved in the EQA/ESQA/TCQA/PMQA process, business support and administration and in any event only in accordance with legal and regulatory requirements applying to EMCC Global.

7.4 EMCC Global's privacy and data policy can be viewed [here](#)

8 DURATION AND TERMINATION

8.1 This agreement is renewable on the expiration of the EQA/ESQA/TCQA/PMQA Period for consecutive periods of five (5) years or if earlier upon the insolvency or ceasing of operations of the Organisation or if the Organisation (or its owners/management) do something which in the opinion of EMCC Global calls into disrepute or could call into disrepute EMCC Global or the Organisation. This agreement shall be renewed upon request of the Organisation under clause 4 above and after a successful assessment by EMCC Global.

8.2 In the event of a breach of one (or more) of the term(s) of this agreement by either Party, the other Party shall put the defaulting Party on written notice under clause 8.1. If the defaulting Party fails to terminate and/or remedy the breach within 30 calendar days after sending of the notice, the other Party can terminate this agreement with immediate effect, without giving an advance notice and without any indemnity being due by the Party terminating this agreement. If the breach can, because of its nature, not be remedied or if the breach undermines or precludes the further cooperation between the Parties, this agreement can be terminated immediately by notice to that effect and without an indemnity from the terminating Party to the other Party.

8.3 In the event that a party suffers any loss, cost, claim, liability, expense or other liability as a result of an act, omission or default of the other in breach of this agreement, due to negligence, or breach of law or regulation then that Party shall indemnify the other against all such losses, costs, claims, liabilities, expenses or other liabilities on a full indemnity basis (including any legal or other professional costs) but so that such indemnity shall not extend to any loss of profits, loss of goodwill or loss of opportunity.

8.4 A Party will not be in breach of this agreement or otherwise liable to the other Party for any failure to perform or delay in performing its obligations under this Agreement to the extent that such failure or delay is due to a Force Majeure Event. For the purposes of this clause a Force Majeure Event shall mean any event or circumstance which prevents or delays a Party from performing any of its obligations under this agreement (but excluding changes in law or regulation) including act of God; war (whether declared or not), hostilities, invasion, act of foreign enemies, civil war, insurrection, riot, rebellion, revolution, military or usurped power, civil commotion, act or threat of terrorism, sabotage or piracy; lightning, earthquake, fire, explosion, flood, storm, or severe adverse weather condition; theft, malicious damage; any labour disturbance such as boycott, strike, lockout, industrial dispute (whether affecting the workforce of a party and/or any other

person); any destruction, breakdown or failure of equipment; any prolonged breakdown of transport, telecommunications, information or energy systems; pandemics or other serious health emergencies. In the event that a Force Majeure Event takes place then the affected Party shall notify the other as soon as reasonably practicable. If the Force Majeure Event shall subsist for more than 3 months then the other Party may terminate this agreement without any liability to the terminating Party.

8.5 Upon termination of this agreement for any reason whatsoever, the Organisation will be removed from the EMCC Global website and all other EMCC Global documentation as an EQA/ESQA/TCQA/PMQA provider and all its EQA/ESQA/TCQA/PMQA privileges will be discontinued (including for example use of the EMCC Global accreditation logos).

8.6 Upon termination of this agreement, each Party shall ensure the destruction or return of all Confidential Information and of all other materials.

9 VARIOUS MATTERS

9.1 A notice given to a Party under this agreement shall be signed by or on behalf of the Party giving it and shall be sent to the relevant Party for the attention of the contact and to the address specified at the head of this agreement, or such other address or person as that Party may notify to the other in accordance with the provisions of this clause and shall be:

- (i) delivered by hand; or
- (ii) sent by email; or
- (iii) sent by pre-paid first-class post, recorded delivery or special delivery (airmail if from one country to another).

A notice is deemed to have been received (provided that all other requirements in this clause have been satisfied):

- (i) if delivered by hand, at the time of delivery; or
- (ii) if sent by email then at the time of sending; or
- (iii) if sent by pre-paid first-class post, recorded delivery or special delivery, two business days after posting (five business days if from one country to another); or

If deemed receipt under the previous paragraphs of this clause is not within business hours (meaning UTC 09.00 to 17. local time Monday to Friday on a day that is not a public holiday in the place of receipt), when business next starts in the place of deemed receipt. For the purposes of this clause, all references to time are to local time in the place of deemed receipt. Any notice sent by email which is intended to have legal effect shall be followed up by the notice being served by an additional means as provided in this clause.

The provisions of this clause do not apply to the service of any proceedings or other documents in any legal action or proceedings which shall be served in accordance with the rules relating to such proceedings.

- 9.2** The Parties acknowledge that the provisions of this agreement are reasonable and necessary to protect the legitimate interests of the Parties. This agreement (together with the documents referred to in it) constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, arrangements and understandings between them, whether oral or written, relating to their subject matter.
- 9.3** This agreement is personal to the Parties and neither Party shall assign, transfer, mortgage, charge, sub-contract, declare a trust of or deal in any other manner with any or all of its rights and obligations under this agreement (or any other document referred to in it) without the prior written consent of the other Party. Each party confirms that it is acting on its own behalf.
- 9.4** If any provision of this agreement should under applicable law be held to be illegal or void, or both, this will not affect the validity and enforceability of the remaining provisions of this agreement, nor the validity and enforceability of that part of the relevant provision that is not unenforceable or contrary to law. Such provision shall be considered severable and the remaining provisions shall continue in full force and effect. In such a case, the Parties shall immediately and in good faith discuss to replace the invalid or unenforceable provision with a provision that is valid and enforceable and which corresponds as closely as possible to the intention underlying the invalid or unenforceable provision.
- 9.5** A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
- 9.6** Nothing in this agreement is intended to, or shall be deemed to, establish any partnership between the Parties or constitute any Party the agent of another Party.
- 9.7** This agreement shall be governed by and construed in accordance with English law.
- 9.8** Any dispute arising out of or in connection to this agreement shall be submitted to the non exclusive jurisdiction of the English Courts (NB: EMCC Global working language is English)
- 9.9** The signature of a Party through a scan or digitization of the original signature (e.g., via a scan in PDF format) or an electronic signature (e.g., via Adobe Sign, DocuSign), counts as an original signature with the same validity, enforceability, and admissibility as a handwritten signature.
- 9.10** This agreement may be executed in any number of counterparts (and by different Parties thereto on different counterparts), each of which shall be deemed to be an original and all of which when taken together shall constitute a single agreement.

- signature page-

The Organisation represented by:

A handwritten signature in blue ink, appearing to read 'Joyce Veloso', written over a horizontal line.

Joyce Veloso,
Manager of Innovation and New Business

Jun 11, 2024

Date Signed

EMCC Global, represented by:

A handwritten signature in blue ink, appearing to read 'Denise Whitworth', written over a horizontal line.

[Denise Whitworth \(Jun 11, 2024 23:46 GMT+1\)](#)

Denise Whitworth
EMCC Global Board Director
EMCC Global Vice President Accreditation and Membership

Jun 11, 2024

Date Signed









EMCC Global EQA Conferring of Award Agreement – HumanCapital.Work - June 2024

Final Audit Report

2024-06-11

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