

# AC-EXS® Copyright Terms and Conditions



Intellectual property rights in all ready-to-use Exercises are vested in The A&DC Group. The client's rights to ready-to-use Exercises are strictly limited to a non-exclusive licence. In simple terms, this means that clients may only use the Exercises in accordance with our Terms & Conditions.

## Exercise Components

All of our Assessment & Development Centre Exercises (AC-EXS®) comprise a number of components, which vary according to the Exercise Type:

- Instructions For Participant (a component of all Exercise Types)
- Participant Report Form (provided free with the Instructions For Participant)
- Guide For Assessor (a component of all Exercise Types)
- Assessor Report Form (optional purchase)
- Roleplayer Report Form (provided free with the Instructions For Participant - Interview Simulations only)
- Instructions For Roleplayer (for use with Interview Simulations only)
- Instructions For Resource Person (for use with Fact Find Exercises only)
- Administrator's Instructions (automatically provided with every Exercise)

The main Exercise components are available separately so that clients can purchase the exact quantities they require. With copyright in mind, the following points are very important:

- Some ready-to-use Exercise components are for one-time use only, ie they must be destroyed or archived for reference after a single administration but never used again for any other purpose.
- Some ready-to-use Exercise components are reusable, ie they can be used repeatedly by the same person.
- None of the ready-to-use Exercise components or substantial parts of them may be reproduced, copied, varied or adapted by any means or in any way whatsoever.

Guidelines on the use of one-time use and reusable ready-to-use Exercise components are provided below:

### One-Time Use Only

Document	Description	Copyright Policy
Instructions for Participant (IFP)	One IFP is required for each participant	The IFP must not be reused/reproduced in any way
Participant Report Form (PRF)	Each participant should be given a PRF for each Exercise they complete	The PRF must not be reused/reproduced in any way
Assessor Report Form (ARF)	One ARF is required per participant per exercise	The ARF must not be reused/reproduced in any way
Roleplayer Report Form (RRF)	One RRF is required for each participant who takes part in an Interview Simulation	The RRF must not be reused/reproduced in any way

### Reusable

Document	Description	Copyright Policy
Guide for Assessor (GFA)	Each assessor should have a GFA for their personal use when assessing an Exercise	The Assessor may reuse the GFA but it must not be reproduced or copied in any way
Instructions for Roleplayer or Instructions for Resource Person (IFR)	An IFR is required for each roleplayer or resource person involved in an Interview Simulation or Fact Find	The Roleplayer or Resource Person may reuse the IFR but it must not be reproduced or copied in any way
Administrator Instructions (AI)	An AI is required for administrating each exercise	The Administrator may reuse the AI but it must not be reproduced or copied in any way

## Bespoke Exercises

When A&DC write a bespoke Exercise, which is unique to the client and designed to meet a specific set of requirements, then copyright is vested in the client. However, The A&DC Group retains intellectual property rights on any proprietary pre-existing materials that are contained within the Exercise.

The client is granted a free and irrevocable licence to make use of the Exercise for their own purposes subject to our Terms & Conditions, but may not publish or circulate the Exercise outside of their organisation or re-sell it to a third party. Naturally, the design work incurs a one-off design fee, but there are no recurring material costs whatsoever.

Clients frequently ask us to create bespoke versions of Guide For Assessor (GFA) documents, which usually involves our assessment criteria being replaced by the client's own Competencies. Where these changes are made wholesale, the GFA is deemed to be bespoke for copyright and pricing purposes, ie we charge a one-off design fee, there are no recurring materials costs for the GFA component, and copyright is vested in the client save that The A&DC Group retains intellectual property rights on any proprietary pre-existing materials that are contained within the GFA.

## Customised Exercises

A customised Exercise might contain only minor modifications to the ready-to-use version, such as using different names for people and places referred to in the simulation. When we make changes of this nature, we levy a nominal charge and the Exercise is still treated as a ready-to-use version for pricing and copyright purposes.

Where we make more substantial changes, such as altering certain scenarios within the Exercise, we usually charge a design fee, which might be offset in part by lower recurring prices when the client re-orders the Exercise components. Such requests are dealt with on a case-by-case basis. However, the Exercise is still treated as a ready-to-use version for copyright purposes. Again, such Exercises are assigned a special code.

## Your Responsibilities as a Registered User

As a Registered User you must comply with our Terms and Conditions regarding copyright when using our assessment materials.

Over the years we have encountered a few instances where clients have inadvertently broken copyright law by photocopying or reusing our Exercises in breach of our Terms and Conditions. It was evident that these instances were entirely due to negligence on the part of the individuals concerned, who simply weren't aware that what they were doing was unlawful. To help you comply with our Terms & Conditions and prevent any mistakes or misunderstandings regarding the use of our materials here are some simple guidelines:

- We register individuals to use our Exercises, not organisations. However, we would always seek to resolve all copyright disputes with the organisation concerned, ie the organisation that purchases the Exercises, unless this is the Registered User acting, for example, as an owner proprietor. This approach places great responsibility on the Registered User to act ethically and professionally on behalf of their employer when purchasing and using our Exercises.
- All Registered Users should familiarise themselves and must comply with our Terms & Conditions.

# AC-EXS® Copyright Terms and Conditions



- If a Registered User chooses to delegate responsibility for purchasing our Exercises to a colleague, then the Registered User is responsible for educating that individual about our Terms & Conditions and particularly about which Exercise components are for one-time use and which are reusable.
- It is not uncommon for our clients to use a mix of ready-to-use, customised and bespoke Exercises. In these situations, the Registered User should make sure that they and other colleagues are perfectly clear about which materials can be copied and which ones can't, as well as which Exercise components are for one-time use and which are reusable. Preferably, simple guidelines based on our Terms & Conditions should be written down and if necessary displayed prominently near to photocopiers, etc.
- Registered Users must ensure that Exercises supplied by A&DC are used by themselves, their colleagues and clients in the manner for which they were designed and in accordance with A&DC instructions.
- Registered Users must inform A&DC if they change employer. We will only supply Exercises to organisations with Registered Users.

## Copyright Information

If you have any queries about your rights and responsibilities with regard to copyright and the use of our Exercises, please do not hesitate to contact us by email: [customersupport@adc.uk.com](mailto:customersupport@adc.uk.com) or call us on **+44 (0)1483 860898**.

If you believe that one of your colleagues or clients may be using A&DC Exercises inappropriately and in breach of copyright, please notify us immediately.

