



# Life Science Industry (LSI) Guidance

## LSI Registration Mark Terms of Use

### Incorporating the PSA Accreditation Mark

Date: October 2023

Version 2.0

Review date: October 2025

Doc Ref #LSI016

This document is one of a suite of policies and procedures which are part of the Academy for Healthcare Science



## Using the LSI Registration Mark

By using LSI registration mark, which incorporates the Professional Standards Authority (PSA) accreditation mark, you are demonstrating to members of the general public and other healthcare providers that you conform to national standards of practice in your area of specialism. This in turn enables members of the general public who use the services of healthcare scientists to choose with confidence as they will be able to validate competence by confirming registration with the LSI.

### Terms of use:

- If you are registered with the LSI you can display the LSI quality mark on your personal email and in promotional materials such as leaflets, posters and websites. Please note that the registration mark is designed for use by individual LSI registrants to demonstrate that you are LSI registered. It is not for use by any non-LSI registered individuals, professional associations or any other organisation.
- You are responsible for ensuring that the registration mark is used only on your own personal correspondence. The registration mark cannot be used on joint correspondence with others who are not registered with the LSI.
- You should immediately notify the LSI on [lsiadmin@ahcs.ac.uk](mailto:lsiadmin@ahcs.ac.uk) if you become aware of any unauthorised use of the LSI registration mark.
- You must not adapt the LSI registration mark in any way apart from resizing it proportionally.
- You must make sure the LSI registration mark is legible.
- Because the LSI registers have been accredited by the Professional Standards Authority, we have provided a copy of the Professional Standards Authority's LICENCE AGREEMENT relating to the use of the PSA Accreditation Mark. The Licence Agreement is below in Appendix A.

**LICENCE AGREEMENT OF THE PROFESSIONAL STANDARDS AUTHORITY FOR HEALTH AND SOCIAL CARE ACCREDITATION MARK**

(1) Professional Standards Authority for Health and Social Care of 157-197 Buckingham Palace Road, London, SW1W 9SP (or any successor body) ("Authority")

(2) The Academy for Healthcare Science incorporated and registered in United Kingdom with company number 07783650 whose registered office is at 130-132 Tooley Street, London, SE1 2TJ ("Accredited Organisation")

**BACKGROUND**

(A) The Authority owns the Accreditation Mark and, subject to the enclosed Regulations (as amended from time to time), wishes to licence the Accreditation Mark to the Organisation.

**1 DEFINITIONS**

**1.1** In this Agreement the following terms shall be given the following meanings:

"Accreditation" means the confirmation by the Authority that the voluntary register operated by an Organisation meets the Standards and "Accredited" shall be construed accordingly;

"Accreditation Mark" means the UK trade mark application number 26236187 (classes 16, 35, 41, 44 and 45) and all and any subsequent registrations which may be granted pursuant to such application and all and any unregistered rights which may arise in the same [together with such additional and/or substitute marks the Authority notifies to Accredited Organisations from time to time];

"Fees" has the meaning given in Clause 3;

"Organisation(s)" means organisations that hold voluntary registers for people working in health and social care occupations that are not currently regulated;

"Registrants" means those people/businesses in health and social care occupations and listed on the voluntary register of the Accredited Organisation.

"Regulations" means the enclosed regulations governing the use of the Accreditation Mark and its various appendices and enclosures (all as amended from time to time).

## **2 GRANT**

The Authority grants the Accredited Organisation and the Registrants a non-exclusive licence to use the Accreditation Mark in the UK, or in territories outside of the UK subject to the Accredited Organisation/Registrants obtaining prior express written permission from the Authority, in connection with the operation of its voluntary register for people working in health and social care occupations subject always to the provisions of the Regulations and the Accredited Organisation expressly agrees to abide, in full, by the Regulations.

## **3 FEES**

In consideration for the licence granted under Clause 1 of this Agreement the Accredited Organisation (on its behalf and on behalf of its Registrants) shall pay the Authority the fees as set out in Clause 4 of the Regulations ("Fees").

## **4 PROTECTION OF THE ACCREDITATION MARK**

### **4.1 The Accredited Organisation acknowledges that:**

**4.1.1 the Authority is the owner of the Accreditation Mark; and**

**4.1.2 any goodwill derived from the use by the Accredited Organisation and the Registrants of the Accreditation Mark shall accrue to the Authority.**

### **4.2 The Accredited Organisation (and the Registrants) shall immediately notify the Authority, in writing and giving full particulars, if any of the following matters come to its attention:**

**4.2.1 any actual, suspected or threatened infringement of the Accreditation Mark;**

**4.2.2 any actual or threatened claim that the Accreditation Mark is invalid;**

**4.2.3 any actual or threatened opposition to the Accreditation Mark;**

**4.2.4 any claim made or threatened that use of the Accreditation Mark infringes the rights of any third party;**

**4.2.5 any person applies for, or is granted, or otherwise acquires a registered trade mark that is similar or identical to the Accreditation Mark; or**

**4.2.6 any other form of attack, charge or claim to which the Accreditation Mark may be subject.**

### **4.3 Upon receipt of particulars of any of the matters listed in Clause 4.2 the Authority shall, in its absolute discretion decide what action if any to take and shall have exclusive conduct and control over all claims and proceedings.**

## **5 SUB LICENCE AND/OR ASSIGNMENT OF THIS LICENCE**

- 5.1 The Accredited Organisation shall not grant any sub-licences of the Accreditation Mark except where such sub-licence is to the Registrants in accordance with the Regulations, any such sub-licence to Registrants shall terminate automatically upon termination or expiry of this Agreement.
- 5.2 The Accredited Organisation is responsible, at all times, for ensuring that the Registrants' use of the Accreditation Mark under a sub-licence pursuant to Clause 5.1 is in accordance with the Regulations.
- 5.3 The Accredited Organisation shall not assign or otherwise transfer any of its rights or obligations under either this Agreement or the Regulations,

## **6 DURATION AND TERMINATION**

- 6.1 The licence set out in Clause 2 of this Agreement shall come into force upon Accreditation of the Accredited Organisation by the Authority in accordance with Clause 3 of the Regulations and shall remain in force, subject to payment of the Fees, until termination by the Authority in accordance with Clauses 6.2 or 6.3 below or in accordance with the Regulations.
- 6.2 In the event that the Accredited Organisation fails to pay the Fees in line with the payment deadlines provided in the Regulations this Agreement and all rights and licences granted under it shall automatically terminate.
- 6.3 The Authority may immediately terminate this Agreement and all rights and licences granted under it by giving written notice to the Accredited Organisation at any time and for any reason as it, in its sole discretion, sees fit.
- 6.4 Upon expiry or termination of this Agreement:
  - 6.4.1 all rights and licences granted pursuant to this Agreement shall cease;
  - 6.4.2 the Authority shall not be liable to repay, refund or otherwise reimburse the Accredited Organisation for any fees that has paid pursuant to Clause 3 of this Agreement,
  - 6.4.3 the Accredited Organisation (and the Registrants) shall cease all use of the Accreditation Mark;
  - 6.4.4 the Accredited Organisation shall comply with all other obligations stated in the Regulations to apply on termination of the right to use the Accreditation Mark.

**7 GENERAL**

- 7.1 No person other than a party to this Agreement shall have any rights to enforce any term of this agreement.
- 7.2 The Accredited Organisation shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

**8 GOVERNING LAW & JURISDICTION**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such disputes or claim.

This Agreement has been entered into on the date stated at the beginning of it

**Signed by HARRY CAYTON on behalf of THE PROFESSIONAL STANDARDS AUTHORITY**

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CHIEF EXECUTIVE

**Signed by JANET MONKMAN on behalf of ACCREDITED ORGANISATION**

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CHIEF EXECUTIVE