C/O Monaghan and Company
Units 5 & 6, Bluebell Woods
Oranmore, Galway, Ireland

Email: info@cognadev.com

TALENTLAB USER AGREEMENT

ENTERED INTO BY AND BETWEEN

(1) The COGNADEV group, including Cognadev IRL Ltd incorporated and registered in Ireland with company registration number 749760; Cognadev (Pty) Ltd incorporated and registered in South Africa with company number 1994/009617/07; Cognadev UK Ltd incorporated and registered in the UK with company number 05565662; Cognadev BE BV incorporated and registered in Belgium with company number 0753748891; and Cognadev Chemistry Ltd registered in the UK with company number 07689817.
(Hereinafter referred to as the “Company”)

AND

(2) [consultant name]

whose registered office is [Address].

(Hereinafter referred to as the “Consultant”)

1. INTRODUCTION

This confidentiality agreement confirms that the Consultant undertakes and agrees to abide by the following protocols in the use of all Cognadev products, services, and platforms:

2. USERNAMES AND PASSWORDS

2.1. The Consultant shall not share personal login details and passwords for Talentlab platform with any person(s) who is not an accredited product-related user or administrator by Cognadev:

2.1.1. Cognadev may utilise Multi Factor Authentication (MFA) service to safeguard User access to the Online System. The MFA service may require each User to provide certain contact information to Cognadev. All Users are required to maintain a strict level of privacy on their accounts and MFA service as aligned to POPIA and GDPR regulations;

2.1.2. The sharing of username(s) and password(s) provide the opportunity for non-authorised and/or non-accredited individuals to access personal information which they are not permitted to obtain; and

2.1.3. Cognadev reserves the rights to block any Talentlab portal should any suspicious activity be suspected.

2.2. Ensure secure private information;

2.2.1. According to the POPIA and GDPR regulations, all content management systems, including laptops, intranets and software must be password protected; and

2.2.2. The Consultant and/or Client Company involved shall be responsible for their own data security measures.

3. ADMINISTRATION AND ASSESSMENT OF CANDIDATES

3.1. Only consultants trained and accredited by Cognadev will administer Cognadev assessments.

3.2. Consultants must comply with all Cognadev accreditation guidelines and procedures.

3.3. Verify previous CPP/LOI records for a candidate before assessing:

3.3.1. In most cases, a candidate's first CPP/LOI result is the most valid and may remain valid for a number of years. CPP/LOI accredited Consultants need to investigate the candidate's previous assessment on the CPP/LOI; use their discretion as to whether reassessment on the CPP is required; and if so, should interpret the latest and other results qualitatively.

3.3.2. Should the Consultant be unsure as to whether re-assessment is required, they may contact Cognadev for advice in this regard.

4. ASESSMENT FEES

4.1. Assessment fees are regionally based and invoiced in different currencies by the various Cognadev Companies.

4.2. Assessment fees are based on geo-tracking of the region where the candidate takes the assessment.

4.3. IP Blocking practices aimed at concealing the region where assessment takes place, is unacceptable.

5. COPYRIGHT AND INTELLECTUAL PROPERTY

5.1. To protect the integrity of the assessment results, as well as to protect the integrity of Cognadev's intellectual property, access to all its assessment products must be strictly controlled. Cognadev will therefore only provide access to the online assessment platform (Talentlab) to authorised consultants who are properly trained and accredited by Cognadev to use the assessment products.

5.2. The Consultant acknowledges that Cognadev holds Copyright of all the Cognadev assessments and the report generators, training manuals, technical manuals and e-Learning courses of the following products: The Cognitive Process Profile (CPP), Learning Orientation Index (LOI), Value Orientations (VO), Motivational Profile (MP), Contextualised Competency Mapping (CCM), the CCM 360 Degree evaluation, the Integrated Competency Report (ICR) and the Cliquidity volume assessment platform with all its assessments, functionalities and manuals and all further products that may become available.

5.3. The manuals and eLearning courses and components thereof of all the Cognadev products are copyrighted and may not be distributed electronically or used without written consent from Cognadev.

5.4. The Consultant acknowledges that all theoretical guidelines contained in the manuals/e-learning courses of the Cognadev product range as well as the reports, are the intellectual property of Cognadev and shall be treated confidentially.

5.5. In the case of intermediaries, consultants, agents, or associates who deliver our products to end-users, the Cognadev logo and product names will be referenced in the reports in an appropriate manner with the written permission of Cognadev.

5.6. No alteration or variation may be made to any of the Cognadev product reports, unless agreed to in writing by the Company. Intermediaries, consultants, agents, data aggregators or associates who want to integrate Cognadev product results into their own reports with their own wording, shall first seek consensus and approval from Cognadev prior to any inclusion.

6. RESEARCH AND PUBLICATIONS

6.1. The Consultant may not conduct research using Cognadev's product information or participant data, irrespective of granted on-line access, without prior written consent from Cognadev.

6.2. The Consultant may not publish any research or data derived from any of Cognadev's products, without prior written consent from Cognadev.

6.3. If the Consultant is granted written consent to compile research information, the Consultant agrees to indemnify Cognadev from any damages or losses associated with the research including reputational risk, and Cognadev shall have the right to apply lawful measures in the event of the misuse of data.

6.4. If the Consultant is granted written consent to publish research information, the Consultant agrees to provide Cognadev with the research for review, prior to publication.

7. GENERAL

7.1. The Consultant shall take full responsibility for the confidential management of all Cognadev assessment results. This includes but are not limited to the distribution of psychometric reports to anyone without the consent of the candidate.

7.2. The Consultant shall always commit to professional and ethical conduct in dealing with the Cognadev products and indemnify Cognadev from any consequences of misconduct in this regard.

This includes but is not limited to guidelines as stipulated by any regionally relevant Professional Board of Psychology, as well as statutory and regulatory references.

7.3. The Consultant shall take full responsibility to provide candidates with the relevant assessment results and provide them with ethical feedback as to not cause harm to any candidate.

7.4. Any assessment, feedback, advice, opinion, statement of expectation, forecast or recommendation supplied by us as part of the services shall not amount to any form of guarantee that we have determined or predicted future events or circumstances.

7.5. The CPP and LOI are supervised / proctored assessment. The test instructions may only be given by an authorised administrator (trained by Cognadev), who should also be present either in person or online in a video conference during the course of the assessment.

SIGNATURE OF CONSULTANT

Name: _____

Signature: _____

Title: _____

SIGNED at _____ on this _____ day of _____ 2024.