

Operam Academy Pathway Terms

Schedule 2 (IM Professional Pathway)

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Assembled as: Master + **this Schedule 2** + Order Form.

S2.1 Scope and structure

- S2.1.1 **What this Schedule covers.** This Schedule sets the product terms for the **IM Professional Pathway** - the facilitated, cohort-based route to the **IM Professional Certification**. It is the Schedule referred to in the Master for that Pathway.
- S2.1.2 **What it does not cover.** The **IM Practitioner Pathway** is governed by its own edition of this Schedule. The Licences (INDIVIDUAL, TEAM and ACADEMY) are governed by Schedule 1, on which this Schedule relies where a Delegate's access is Licence-based. The **Operam Academy NETWORK** Subscription is governed by Schedule 3. **Operam Academy ALUMNI** (free) is governed by the **ALUMNI Community Charter**, outside this Schedule.
- S2.1.3 **Two parts, one Schedule.** This Schedule has two parts: the **Core (S2)**, common to Operam Academy's Pathways, and the **product part (S2B)**, specific to the IM Professional Pathway. Both are set out in this document and both form part of the Contract. Where the Core and the product part conflict, **the product part prevails** (Master clause B3).
- S2.1.4 **Relationship to the Master.** This Schedule is incorporated into the Contract by the Order Form and is read with the Master. The Master governs the general relationship; this Schedule governs the Pathway. On any conflict, the Master prevails **except** where this Schedule expressly varies it for the Pathway (Master clause B3). Commercial variables - price, cohort dates, delegate numbers and the payment term - are Order-Form variables and are not restated here.
- S2.1.5 **Version-pinning.** The Order Form pins the versions that apply to the Contract (the Master, this Schedule, the Acceptable Use Policy, the Privacy Notice, the UK DPA and the relevant specifications). A later version does not change a concluded Contract.
- S2.1.6 **Numbering.** A clause prefixed "S2" is a clause of the Core; a clause prefixed "S2B" is a clause of the product part. Plain-numbered clauses (for example "clause 13.4") and letter-prefixed clauses (for example "clause B3", "clause D1") are clauses of the Master. References to "Schedule 1" (S1) and "Schedule 3" (S3) are to the Operam Academy Licence Terms and the NETWORK Subscription Terms respectively.
- S2.1.7 **The Specification.** The Pathway is described in the **IM Professional Pathway Specification**, pinned in the Order Form. The Specification describes the product; this Schedule sets the contractual terms.

S2.2 Definitions

In addition to the Master's Defined Terms, in this Schedule:

- **Buyer** - the person who purchases the Pathway: for an Open Cohort, the individual Delegate or the business that buys a Place; for a Closed Cohort, the organisation that buys the cohort, acting through its Primary Contact.
- **Capability Self-Assessment** - the self-assessment a Delegate completes before and after the Pathway, as described in the Specification. Whether it is required or optional is set in Part S2B.
- **Closed Cohort** - a private cohort purchased by a single Buyer for its own Delegates (clause S2.6).
- **Cohort** - a group of Delegates progressing through the Pathway together, identified by a unique cohort code.
- **Cohort Start** - the first scheduled live session of the Pathway, as identified in Part S2B. Cohort Start is the reference point for the late-booking rule (clause S2.5.3) and for any access term or prerequisite deadline that Part S2B anchors to it.
- **Confirmation Window** - the period of **14 days** within which a Delegate confirms, withdraws from, or transfers their enrolment (clause S2.5).
- **Delegate** - an individual enrolled on the Pathway.
- **Facilitator** - the person who leads the Pathway's live sessions on our behalf.
- **First Module Live Session** - the live facilitated session of the Pathway's first module, as identified in Part S2B. It is the reference point for the Satisfaction Guarantee (clause S2.9).
- **Joining Instructions** - the instructions we send a Delegate on purchase, covering the Pathway design, all session dates, the recording-and-AI disclosure, the English-language acknowledgement, the prerequisite detail and its consequence, the attendance policy, the Code of Conduct, and contact details.

- **Open Cohort** - a cohort sold as individual Places on advertised dates (clause S2.6).
- **Place** - an individual place on an Open Cohort.
- **Primary Contact** - the Buyer's main contact for a Closed Cohort (a Customer Contact role under the Business Terminology).
- **Programme Options Form** - the form by which a Closed-Cohort Buyer sets its cohort options (clause S2.6).
- **Satisfaction Guarantee** - the money-back guarantee in clause S2.9.

S2.3 The Pathway and what it includes

- S2.3.1 We will provide the Pathway as described in the Specification, Part S2B and the Order Form, with reasonable skill and care (Master clause 3).
- S2.3.2 What the Pathway includes and excludes is as set out in the Specification and Part S2B; the price and any commercial inclusions are in the Order Form. This Schedule does not restate them.
- S2.3.3 The Pathway is delivered **online in English**. A Delegate confirms at enrolment that they have the level of written and spoken English needed to take part fully (clause S2.10.3).

S2.4 Learning Platform access

- S2.4.1 Access to the Learning Platform for the Pathway is provided through the **access source** stated in Part S2B and the Order Form - an active **Licence** (Schedule 1; Learning Platform access and Learning Passport allocation under S1.3 - S1.4) or an included **Subscription** (Schedule 3). The duration of that access, the provisioning steps, and any Learning Passport provisioning, deactivation or reallocation mechanics are set in Part S2B, because they depend on the access source. Activation of Learning Platform access requires first login and acceptance of the **Platform Access Terms** (the suite-level access gate); for Licence access, activation is per Schedule 1 (S1.4.2 / S1.8).
- S2.4.2 Access depends on a valid Learning Passport associated with the access source in Part S2B. Where access is provided through a Subscription, its term and renewal are governed by Part S2B and Schedule 3; where through a Licence, by Part S2B and Schedule 1 (S1.3 - S1.4; 12-month term from Licence purchase S1.9.1).

S2.5 Enrolment and the Confirmation Window

- S2.5.1 **Steps.** Enrolment runs: (1) purchase; (2) we send the Joining Instructions; (3) the Confirmation Window; (4) confirmation; (5) any Capability Self-Assessment invitation; (6) Cohort Start. The operational detail is in the Specification and Part S2B.
- S2.5.2 **The Confirmation Window.** A Delegate has **14 days** from receipt of the Joining Instructions to: confirm enrolment; withdraw without penalty; or transfer to a different cohort. A transfer within the Confirmation Window is unconstrained - the new cohort's Cohort Start becomes the Delegate's Cohort Start. **A Place is confirmed only by the Delegate actively confirming it; there is no automatic confirmation.** Where the Confirmation Window closes without the Delegate confirming, withdrawing or transferring, we will contact the Delegate (and, for a Closed Cohort, the Buyer) directly to resolve the position. A Place that remains unconfirmed at Cohort Start is **deferred to the next available cohort**, commencing on confirmation; the consequences of the deferral for any access term are as for a transfer after confirmation (clause S2.7.4 and Part S2B). A deferral under this clause is not a cancellation or withdrawal: the Charges accrue and remain payable in accordance with Master clauses 5 and 13.4 and clause S2.10.2 - a Delegate who does not wish to proceed withdraws actively within the Confirmation Window. A Consumer's statutory rights are unaffected (clause S2.12).
- S2.5.3 **Late bookers.** Booking is accepted up to the day of Cohort Start. Where a Delegate confirms within 14 days of Cohort Start, the Confirmation Window runs to the start of Cohort Start.
- S2.5.4 **Community enrolment and provisioning.** Any enrolment into Operam Academy ALUMNI or a Subscription on confirmation, and acceptance of the related charter or terms, is dealt with in Part S2B (it depends on the Pathway's access source).

S2.5.5 **Payment before delivery.** The Charges for the Pathway are payable within the Master's payment term (Master clause 5.2) and in any event before Cohort Start. We are not obliged to admit a Delegate to any session, or otherwise to commence delivery of the Pathway, until the Charges have been received in full. Where the Charges remain unpaid at Cohort Start, the affected Place(s) - or, for a Closed Cohort, the cohort - will be deferred to the next available cohort, commencing once the Charges have been received in full; the consequences of the deferral for any access term are as for a transfer after confirmation (clause S2.7.4 and Part S2B). A deferral under this clause is not a cancellation or withdrawal: this clause affects when delivery commences, not when the Charges fall due, and the Charges accrue and remain payable in full in accordance with Master clauses 5 and 13.4 and clause S2.10.2. A Consumer's statutory rights are unaffected (clause S2.12).

S2.6 Open and Closed Cohorts

- S2.6.1 **Open Cohort.** An Open Cohort is sold as individual Places per Delegate, on advertised dates set before enrolment opens. An Open-Cohort Buyer may be an individual buying for themselves (a Consumer - clause S2.12) or a business.
- S2.6.2 **Closed Cohort.** A Closed Cohort is a single Buyer purchasing a private cohort of its own Delegates for the price in the Order Form, within the cohort-size limits for the Pathway set in the Specification and Order Form. In addition to the standard inclusions, a Closed Cohort allows the Buyer to direct the matters listed in the Specification (such as the appointments or worked examples Delegates use, the stakeholders and topics, and the session dates and times, subject to facilitator availability), as set through the Programme Options Form.
- S2.6.3 **Programme Options Form and scheduling window.** After purchase, the Closed-Cohort Buyer completes the Programme Options Form (delegate list and any pairings, options, and session dates and times). We supply sensible defaults the Buyer may amend. **Cohort Start must fall within three months of the purchase date.** Rescheduling after lock-in is subject to facilitator availability and is not guaranteed. The Buyer may nominate a **cohort coordinator** through the Programme Options Form - the delegate-facing contact for scheduling and attendance matters, defaulting to the Primary Contact - without affecting the Primary Contact's role in the commercial relationship.
- S2.6.4 **Cohort viability.** If a cohort falls below the minimum needed for a viable experience, we may offer Delegates the option to defer to the next cohort (clause S2.7.2).
- S2.6.5 **Use of a Closed Cohort.** A Closed-Cohort Buyer may enrol its own personnel and up to **four named individuals from outside the Customer's organisation** per Closed Cohort (a flat fair-use cap), as recorded in the Order Form. A Closed Cohort, and the Places in it, may **not** be resold, sub-licensed or otherwise made available to others as a commercial offering.

S2.7 Scheduling, deferral, transfer and substitution

- S2.7.1 **Scheduling.** Session dates are communicated in the Joining Instructions. The calendar invitations we issue (encoded in the cohort's home time zone) are the authoritative reference for session times. iCal placeholders are provided at confirmation; the formal calendar invitations issued by the Learning Platform at Cohort Start supersede them.
- S2.7.2 **Deferral.** Where a cohort is below the minimum viable size, we may offer affected Delegates a deferral to the next cohort.
- S2.7.3 **Transfer within the Confirmation Window.** Unconstrained (clause S2.5.2): the new cohort's Cohort Start becomes the Delegate's Cohort Start.
- S2.7.4 **Transfer after confirmation.** Once enrolment is confirmed, the original Cohort Start is locked in. Where Part S2B anchors an access term to Cohort Start, a later transfer is permitted (subject to availability and this Schedule) but **does not reset that term**; the consequences of a transfer for access and any renewal are set in Part S2B. We inform the Delegate of any such consequence at the point of transfer.
- S2.7.5 **Substitution (Closed Cohorts).** Up to Cohort Start, a Closed-Cohort Buyer may substitute one Delegate for another at no charge, provided the replacement meets the prerequisites in Part S2B. From Cohort Start, the place is locked to the Delegate.

S2.8 Conduct

- S2.8.1 The Pathway operates under a **Code of Conduct**, included in the Joining Instructions, setting expectations for a Delegate's behaviour towards other Delegates and the Facilitator.

- S2.8.2 Behaviour considered abusive or disrespectful may be escalated by the Facilitator to the **Managing Director**, who reviews the relevant live-session recordings (clause S2.11) and decides whether the Code of Conduct has been breached. A confirmed breach results in **removal from the Pathway**. A Delegate may challenge the decision through the standard complaints route (Master clause D7).
- S2.8.3 A Delegate removed under the Code of Conduct loses access to the live sessions and ongoing Pathway activities. Learning Platform access for any remaining access term is governed by Part S2B and clause S2.10. The Pathway is **non-refundable** for a Delegate removed under the Code of Conduct (Master clauses 5.6 and 13.4).
- S2.8.4 The Code of Conduct process is separate from any active-participation process in Part S2B.

S2.9 The Satisfaction Guarantee

- S2.9.1 **The guarantee.** The Satisfaction Guarantee is a **money-back guarantee**: an additional contractual promise that is in addition to, and never instead of, a Consumer's statutory rights (Master clause D4). After the **First Module Live Session**, a Delegate or Buyer may opt out of the Pathway within **72 hours** of the end of that session and receive a **full refund of the Pathway price**.
- S2.9.2 **Open Cohorts (per Delegate).** Each Delegate decides independently, within 72 hours from the end of the First Module Live Session. Opt-out is by active notification to us; silence means continued enrolment. The refund is the full individual Place price.
- S2.9.3 **Closed Cohorts (cohort-level).** The decision is made at cohort level by the Buyer's Primary Contact, after consulting Delegates, within the same 72-hour window. The outcome is binary: the whole cohort continues, or the whole cohort ends with a full refund of the Closed-Cohort price to the Buyer. If the Primary Contact takes no action within the window, the cohort continues (passive continuation). A single Delegate who wishes to leave a continuing cohort exits under clause S2.10 (no refund to the Buyer; the cohort continues).
- S2.9.4 **Access handling on opt-out.** The effect of opt-out on Learning Platform access - including any Learning Passport deactivation, and any loss of access where a freed-up Licence slot has already been reallocated - is set in Part S2B, because it depends on the Pathway's access source.
- S2.9.5 **What is refunded.** Only the Pathway price is refunded - never a Licence, a separately bought Subscription, or the underlying content.
- S2.9.6 **Communication.** The guarantee is communicated pre-purchase and in the Joining Instructions, and the Facilitator names the 72-hour window at the end of the First Module Live Session.
- S2.9.7 **Billing.** The Pathway is charged **in full upfront on all routes**. On a valid opt-out within the 72-hour window, the Pathway price is **refunded** (only the Pathway price - S2.9.5). Opt-out is captured through a **single, timestamped channel**. **Revenue is recognised on confirmed continuation**, once the 72-hour window closes. The Primary-Contact decision process for Closed Cohorts (S2.9.3) stands.

S2.10 Cancellation and refunds

- S2.10.1 **Within the Confirmation Window.** A Delegate may withdraw or transfer without penalty (clause S2.5.2).
- S2.10.2 **After confirmation.** The Pathway price is payable in full and is **non-refundable** (Master clauses 5.6 and 13.4), except: (a) under the Satisfaction Guarantee (clause S2.9); and (b) to the extent of a Consumer's statutory rights (Master Part D; clause S2.12). The consequences of a later transfer for access are governed by clause S2.7.4 and Part S2B.
- S2.10.3 **English-language proficiency.** A Delegate confirms at enrolment that they have the level of English needed to take part fully. The Pathway is non-refundable on grounds of English-language proficiency once a Place is confirmed.
- S2.10.4 **Code of Conduct.** The Pathway is non-refundable for a Delegate removed under the Code of Conduct (clause S2.8.3).
- S2.10.5 **Cohort viability.** Where a cohort falls below the minimum viable size, we may offer a deferral instead of running it (clause S2.7.2).
- S2.10.6 **Standard cancellation outside the windows (lean stance).** Outside the Confirmation Window (clause S2.5) and the Satisfaction Guarantee (clause S2.9), and beyond a Consumer's statutory rights (clause S2.12), the Pathway price is **non-refundable** (Master clauses 5.6 and 13.4). No graduated or tiered refund schedule applies. We may, at our discretion and without obligation or precedent, offer a transfer, credit or partial refund in an individual case.

S2.11 Data protection and session recording

S2.11.1 **Characterisation.** The data instrument depends on **who supplies whose personal data** (Master clause 10.2):

- Where an individual buys an Open-Cohort Place **for themselves, we are a controller**; the **Privacy Notice governs and no DPA is required**.
- Where a Buyer (a business) supplies the personal data of **its Delegates** so we can enrol them - whether on a **Closed Cohort** or by buying **Open-Cohort Places for its people - we are a processor** for that enrolment and account data, and a **DPA on Article 28 terms applies** (Master clause 10.2); and **we are a controller** for the certification and assessment side, for which the **Controller-to-Controller Certification Terms apply** alongside the UK DPA.

A single business deal may therefore need both instruments. Both exist as standing suite instruments - the **UK DPA** and the **Controller-to-Controller Certification Terms** - each incorporated into the applicable Order Form by a version-pinned link and agreed on acceptance of that Order Form, with no separate signature (Master clauses 10.3 and 10.4).

S2.11.2 **Session recording.** Live sessions are recorded on the following basis, disclosed to Delegates in the **Joining Instructions before their Place is confirmed**, and handled under the **Privacy Notice**, Master clause 10.5 and, for the processor-side handling, the UK DPA (clause 12.3):

- the **plenary** segments of each live session are recorded; **breakout discussions are not** recorded;
- recordings give the cohort its own session content back - release to the cohort as **cohort-scoped learning content**, including catch-up - **as part of delivering the Pathway** (contractual necessity); and, separately, are used for **Operam Academy's internal facilitator training and pathway improvement** on the basis of our **legitimate interests** (UK GDPR Article 6(1)(f)), together with the Managing Director's review under clause S2.8.2 and any active-participation process in Part S2B;
- any **AI-generated summary** provided as a cohort takeaway is handled on the same basis and within the same cohort-scoped uses;
- recordings and any summary are for **Operam Academy internal use and cohort use only** and are **not otherwise distributed**; retention is cohort-scoped - a recording remains available while anyone from the cohort retains Learning Platform access, which may continue beyond the Buyer's relationship with us - with a targeted, individual removal route: if you would like your own contribution to a recording removed or edited, contact us and we will take reasonable steps to do so.

Consent is reserved for any public use of a recording - that is the only use taken on consent.

S2.12 Additional terms for Consumers (Open-Cohort individual Places)

S2.12.1 Where an individual buys an Open-Cohort Place for themselves, they are a **Consumer** (Master clause D1) and **Master Part D applies** on top of these terms. Closed Cohorts and business purchases of Open-Cohort Places are Business Customer purchases.

S2.12.2 **Two different 14-day periods.** The statutory cooling-off period (Master clause D3) is distinct from the Confirmation Window (clause S2.5): the Confirmation Window is a product enrolment step; the cooling-off period is a statutory right. Where they overlap, a Consumer has both.

S2.12.3 **Service / digital-content start.** Where the Pathway, or Learning Platform access, begins within the cooling-off period, Master clauses D3.2 - D3.3 apply (express request on a durable medium; a proportionate charge for what has been provided; or, for digital content, loss of the cancellation right on acknowledgement).

S2.12.4 The Satisfaction Guarantee (clause S2.9) is additional to, and does not replace, these statutory rights (Master clause D4).

S2B.1 Pathway Profile

This table fixes the Pathway-specific parameters and maps the Core's generic anchors to this Pathway's sessions. Commercial variables (price, dates, quantities) are set in the Order Form; product-design matters are set in the Specification.

Parameter	IM Professional Pathway
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Product	A 24-week , cohort-based facilitated Pathway: five facilitated modules plus the Pathway Project, bookended by the Kick-off and Wrap-up Sessions, leading to the IM Professional Certification .
Specification	IM Professional Pathway Specification (version pinned in the Order Form).
Access source (cl. S2.4)	An included 12-month NETWORK Subscription (Schedule 3), provisioned at the Kick-off Session and providing the Delegate's Learning Passport and Learning Platform access directly. The Pathway does not include the Licence or the IM Practitioner Pathway.
Access term	12 months from the original confirmed Kick-off Session , regardless of completion timing (cl. S2B.2). The term is anchored to Cohort Start; a transfer does not reset it (cl. S2B.2.3).
Cohort Start (cl. S2.2)	The Kick-off Session - the live session that starts the Pathway and is the locked-in anchor for the 12-month NETWORK Subscription clock.
First Module Live Session (cll. S2.2, S2.9)	The Module 1 Live Session - a distinct, later event than the Kick-off Session. The 72-hour guarantee window runs from the scheduled end of the Module 1 Live Session.
Prerequisite (cl. S2B.3)	By the start of the Kick-off Session: hold the IM Practitioner Certification (non-expiring, edition-stamped - Schedule 1, S1.7) and have completed the Capability Self-Assessment (pre). Required to <i>earn</i> the Certification, not to <i>start</i> the Pathway.
Certification route (cl. S2B.4)	The IM Professional Certification is earned within the Pathway: active participation across the five module live sessions, plus the graded Pathway Project (pass 60%), plus the mandatory completion elements.
Assessment within the Pathway	The Pathway Project (<i>Developing a Reflective Case Study</i>): Content 70% / Presentation 30%; pass 60% , Merit 75%, Distinction 85%; one resubmission .
Active-participation gating	Yes - a three-stage warning process across the five module live sessions; three warnings ⇒ ineligible for the Certification but may continue (cl. S2B.4.2).
Capability Self-Assessment (cl. S2.2)	Required (pre, by the Kick-off Session as part of the prerequisite). The post-pathway assessment is a required submission at the Pathway Project submission deadline but is not a completion element and does not affect eligibility for the Certification.
Community on confirmation (cl. S2.5.4)	None . No community enrolment occurs on confirmation; the included NETWORK Subscription provides access directly, and Operam Academy ALUMNI membership is the Delegate's own optional choice (cl. S2B.5).
Cohort sizes (cll. S2.6 - S2.7)	Closed Cohort up to 12, minimum 8 . Open-Cohort viability minimum per the Specification.
Pathway deliverables	The IM Professional Certification (a verifiable Credly badge) and a completion certificate (PDF showing the Pathway Project grade), as described in the Specification.
Cohort code	Per the Specification's cohort-code convention.

S2B.2 Access source and term

- S2B.2.1 **Access source.** Access to the Learning Platform for this Pathway is provided through the included **12-month NETWORK Subscription** (a Subscription under the Master; Schedule 3), provisioned at the Kick-off Session. Before the Kick-off Session, a Delegate who already holds a Learning Passport under an existing Licence (Schedule 1, S1.3 - S1.4) retains that access; a Delegate without one does not have Learning Platform access until the Kick-off Session.
- S2B.2.2 **Provisioning at the Kick-off Session.** At the Kick-off Session, the 12-month NETWORK Subscription activates and a Learning Passport is provisioned with it (Schedule 3); the Subscription provides the Delegate's Learning Platform access **directly**. The Delegate is **not** enrolled into Operam Academy ALUMNI, and accepting enrolment on the Pathway does not include accepting ALUMNI membership or the Operam Academy ALUMNI Community Charter. Activation of Learning Platform access requires first login and acceptance of the **Platform Access Terms** (the suite-level access gate; clause S2.4; Schedule 3, S3.5.2). The NETWORK's **community benefits** run through ALUMNI: a Delegate who holds the IM Practitioner Certification may join Operam Academy ALUMNI at any time as their own optional choice, accepting the Charter on joining (clause S2B.5.3); a Delegate who does not hold the Certification cannot join ALUMNI until they obtain it - see clause S2B.3.2.
- S2B.2.3 **Term and the subscription clock.** The included NETWORK Subscription runs for **12 months from the original confirmed Kick-off Session**, regardless of completion timing, and provides Learning Platform access for that period. The term is anchored to Cohort Start (the Kick-off Session); a voluntary post-confirmation transfer **does not reset the clock** (clause S2.7.4). Where a transfer puts the new cohort's Pathway Project submission date beyond 12 months from the original Kick-off Session, the Delegate must renew the NETWORK Subscription (at the standalone price - Schedule 3) to retain Learning Platform access to completion; we inform the Delegate of this at the point of transfer. Renewal extends access; lapse ends it (restoring access after lapse is dealt with in clause S2B.2.4). Renewal terms and the standalone NETWORK price are in Schedule 3.
- S2B.2.4 **Learning Passport mechanics.** The NETWORK Subscription comes with its own **Learning Passport**, which becomes the Delegate's access mechanism for the Pathway from the Kick-off Session. Nothing is transferred at any point, in either direction.
- **TEAM / ACADEMY Licence** - when the NETWORK Subscription activates, the Learning Passport the Delegate previously held on the employer's Licence becomes a **freed-up slot** the customer may reallocate to another employee. This is a slot-availability effect, not a transfer (Schedule 1, S1.4.6).
 - **INDIVIDUAL Licence** - the NETWORK Subscription's Learning Passport and the INDIVIDUAL Licence's Learning Passport run **in parallel**, each on its own term (in practice the INDIVIDUAL Licence is likely to expire first). Any adjustment to the INDIVIDUAL Licence's renewal handling once the NETWORK Subscription is active is an operational matter dealt with outside this Schedule.
 - **ENTERPRISE Licence** - a Learning Passport is provisioned with the NETWORK Subscription for the Delegate's use of Operam Academy's Learning Platform; the customer's ENTERPRISE Licence access on its own platform is unaffected.
- On lapse of the NETWORK Subscription, the Learning Passport that came with it is **deactivated**; nothing is transferred back. A TEAM or ACADEMY customer may at any time reallocate one of its Licence Learning Passports to the Delegate to restore Learning Platform access (a fresh allocation by the customer, not a transfer-back).
- S2B.2.5 **Passport handling on opt-out (Satisfaction Guarantee).** This clause sets the access effect of an opt-out under clause S2.9 (which defers it here). On opt-out, the NETWORK Subscription is cancelled and the Learning Passport that came with it is **deactivated**; nothing is transferred or re-linked. Where a Delegate was enrolled via a TEAM or ACADEMY Licence and the customer has **not** yet reallocated the freed-up slot (clause S2B.2.4; Schedule 1, S1.4.6), the customer may allocate that slot to the Delegate to restore access (a fresh allocation by the customer). Where the customer has **already** reallocated the freed-up slot, the Delegate has no Learning Platform access on opt-out unless the customer allocates them a fresh slot. **We flag to TEAM and ACADEMY customers, at the point of delegate enrolment, to hold off reallocating the freed-up slot until after the Module 1 Live Session and the 72-hour window have passed - so that the option of allocating it to the Delegate stays clean.** Only the Pathway price is refunded - never a Licence or the underlying content (clause S2.9.5).

S2B.3 Prerequisite and consequence

- S2B.3.1 **Prerequisite.** To be eligible for the IM Professional Certification, a Delegate must, by the start of the Kick-off Session, both (a) hold the **IM Practitioner Certification** (non-expiring, edition-stamped - Schedule 1, S1.7) and (b) have completed the **Capability Self-Assessment** (pre).

- S2B.3.2 **Consequence.** A Delegate who has not satisfied both by the start of the Kick-off Session **may continue on the Pathway but will not be eligible for the IM Professional Certification**. The prerequisite is required to *earn* the Certification, not to *start* the Pathway. There is no pre-Kick-off cut-off and no auto-roll: the 12-month NETWORK Subscription clock anchors to the original Kick-off Session in all cases (clause S2B.2.3). Such a Delegate's Learning Passport is still provisioned and activated and they retain **Learning Platform access** for the term (so they can take part in the Pathway content); but, not holding the IM Practitioner Certification, they are not eligible to join **Operam Academy ALUMNI** and so cannot access the **NETWORK community** benefits, which run through ALUMNI membership (S3.4; clause S2B.2.2). They may join ALUMNI, and gain the community benefits, on obtaining the IM Practitioner Certification.
- S2B.3.3 **Acquiring the prerequisite.** A Delegate who does not yet hold the IM Practitioner Certification may obtain it before the Kick-off Session by either route to that Certification - the **IM Practitioner Track** under a Licence (Schedule 1, S1.7) or the **IM Practitioner Pathway** - purchased separately or accessed via an existing TEAM/ACADEMY Licence. The Pathway price does not include either route.
- S2B.3.4 **English language.** As part of the Joining Instructions (clause S2.5), a Delegate acknowledges that they have the English needed to take part fully; the Pathway is non-refundable on that ground once a Place is confirmed (clause S2.10.3).
- S2B.3.5 The Joining Instructions set out the prerequisite and its consequence clearly enough for the Delegate to evaluate whether they can complete both before the Kick-off Session.

S2B.4 Certification, assessment and completion

- S2B.4.1 **Assessment model.** Certification depends on (a) active participation across the five module live sessions (clause S2B.4.2), (b) the Pathway Project (clause S2B.4.3, the formally assessed deliverable), and (c) the mandatory completion elements in the Specification (clause S2B.4.4). No formal mark is given per module.
- S2B.4.2 **Active participation.** Active participation across the five module live sessions is required for certification. The standard is the Facilitator's judgement, anchored to **measurable indicators** - for example: the module videos completed on the platform; the pre-work demonstrated **live in-session** (such as the value proposition ready to pitch, the explainer, and the change-purpose work - demonstrated live, not submitted); taking the lead in, and reporting back from, breakouts; and live contribution. These indicators **feed** the three-stage warning process: a missed indicator results in a **warning** (a chance to correct), not automatic ineligibility. The warning process - first warning, second warning, final confirmation - applies with a **maximum of one warning per module**, issued across any three of the five modules. The outcome of three warnings is that the Delegate is **ineligible for the IM Professional Certification but may continue the Pathway**. A Delegate may challenge the final confirmation by requesting **Managing Director review within seven days** of the final confirmation email; the Managing Director reviews the relevant recordings and the Facilitator's record of warnings, and the decision is final. This process is separate from removal for conduct (clause S2.8).
- S2B.4.3 **The Pathway Project.** The Pathway Project (*Developing a Reflective Case Study*) is a written report, graded against the published rubric: **Content 70%, Presentation 30%**. Pass mark **60%**; Merit 75%; Distinction 85%. The evaluated submission is returned within **10 working days** of the submission deadline. **One resubmission** is permitted within two weeks of receiving the graded evaluation; the amended mark is returned within 10 days; there is no further evaluation. If the resubmission does not reach 60%, the Delegate does not earn the IM Professional Certification.
- S2B.4.4 **Attendance.** Attendance is an objective gate, distinct from active participation (clause S2B.4.2): the two measure different things and are not double-counted. The **Kick-off Session is mandatory and live**; there is no recording-based catch-up. A Delegate who does not attend the Kick-off Session may continue on the Pathway but will not be eligible for the IM Professional Certification. A Delegate is required to attend **all five module live sessions**, with one exception: the Delegate may declare, **no later than 14 days before the Kick-off Session**, one (and only one) module live session they will be unable to attend, and in place of attendance completes the **homework-in-lieu** calibrated to that module (as set in the Specification). A single declared absence, handled this way, does not affect eligibility for the Certification. Declaring more than one module live session, any undeclared absence, or a declaration made after the deadline means the Delegate may continue on the Pathway but will not be eligible for the IM Professional Certification; the validity of the reason for an absence is not assessed. There is **no** option to join a later cohort to plug a gap. **Interaction with the Satisfaction Guarantee:** declaring the Module 1 Live Session as the single permitted absence **waives** the Satisfaction Guarantee (clause S2.9) - the Delegate has chosen not to be in a position to judge the Pathway from Module 1; declaring any of Modules 2 to 5 does not affect the Guarantee. The **Wrap-up Session is optional** and is not a completion element.

- S2B.4.5 **Certification.** On successful completion - meeting the mandatory completion elements, including the clause S2B.3 prerequisites and the clause S2B.4.3 pass mark - we award the **IM Professional Certification** (a verifiable Credly digital badge) and a **completion certificate** (a PDF showing the Pathway Project grade; the badge does not carry the grade). Credentials are subject to verification and may be withdrawn if obtained in breach (Master clause 6.6).
- S2B.4.6 **Outcome on non-completion.** A Delegate who does not meet the mandatory completion elements (including not achieving 60% after the permitted resubmission, or being ruled ineligible through the active-participation warning system) does not earn the IM Professional Certification, but **retains Learning Platform access for the remainder of the 12-month NETWORK Subscription** - except where removed under the Code of Conduct (clause S2.8.3).

S2B.5 Community

- S2B.5.1 **No community enrolment on confirmation.** This clause deals with clause S2.5.4 for this Pathway: **no** community enrolment occurs on confirmation or at any other point in the Pathway journey. The Delegate is not enrolled into Operam Academy ALUMNI, and accepting enrolment does not include accepting ALUMNI membership or the Operam Academy ALUMNI Community Charter. The included NETWORK Subscription provides the Delegate's Learning Passport and Learning Platform access directly (clause S2B.2.2; Schedule 3).
- S2B.5.2 **NETWORK.** The included **12-month NETWORK Subscription** is provisioned at the Kick-off Session (clause S2B.2) and governed by Schedule 3. Its renewal terms and standalone price are in Schedule 3.
- S2B.5.3 **ALUMNI as an optional choice.** The NETWORK's community benefits run through Operam Academy ALUMNI. A Delegate who holds the IM Practitioner Certification may join ALUMNI at any time as their own optional choice, accepting the Operam Academy ALUMNI Community Charter on joining; ALUMNI membership is governed by the Charter, outside this Schedule.

S2B.6 Recording scope (supplementing clause S2.11)

- S2B.6.1 The Professional Pathway follows the recording position above (clause S2.11.2): the **plenary** segments of each live session are recorded, **breakout discussions are not**; recordings give the cohort its own content back as part of delivering the Pathway (contractual necessity), with Operam Academy's internal facilitator-training and pathway-improvement reuse on **legitimate interests**; any **AI-generated summary** provided as a cohort takeaway is handled within the same cohort-scoped uses; disclosure is in the **Joining Instructions before confirmation**, with **consent reserved for any public use**.