



COSCA (Counselling & Psychotherapy in Scotland)
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Contract for Participating in Recordings of Practice Counselling Skills/Counselling Sessions

Introduction

COSCA is grateful to the University of Aberdeen for its work in compiling this contract for participating in recordings of practice counselling skills/counselling sessions taking place during training courses, and for giving COSCA permission to adapt it for use by COSCA validated training providers.

The contract below has been designed for COSCA validated training providers to insert their own name at the appropriate places, highlighted in bold. It has also been designed for training providers to insert the particular course for which the contract will be used, highlighted in bold italics.

For further information on making recordings of the above sessions, please see the COSCA Guidelines for Data Recording: Use and Storage of Tapes, Discs and Electronic Material. This can be downloaded from the COSCA website under ethics. www.cosca.org.uk

Contract for Use by COSCA Validated Providers

Name and address of COSCA validated training provider

Date

Dear {Participant}

The Counselling Skills Certificate Course {or name of other COSCA validated course} run by {**name of COSCA validated training provider**} is validated by COSCA (Counselling & Psychotherapy in Scotland). As part of the course you are required to participate in practice counselling skills {**or counselling**} sessions. You will take part in these sessions as either a client (speaker), a counsellor (listener) or an observer. COSCA requires that {**name of COSCA validated training provider**} makes a visual recording of these sessions.

You will be given a digital copy of those sessions in which you participate for use in your course work. The digital copy if given to you on a storage device must be returned to **{name of COSCA validated training provider}** for destruction of its content. If the visual recording was sent digitally, it must be safely and securely deleted following its use in your course work. **{Name of COSCA validated training provider}** may retain a copy of some visual recordings for assessment purposes and to meet the requirements for COSCA validation.

Before you may take part in these sessions, **{name of COSCA validated training provider}** requires that you agree to the following conditions of participation:

1. You acknowledge that your participation in the mock counselling skills/**{counselling}** sessions as a client (speaker) may require or result in the disclosure of private or personal details. You agree to permit **{name of COSCA validated training provider}** to visually record any practice counselling skills **{counselling}** session in which you take part, to distribute the visual recording to other participants in the sessions, and to retain a copy for assessment or other purposes.
2. You acknowledge that copyright in the visual recording will belong to **{name of COSCA validated training provider}**. You agree not to copy the visual recording either in whole or in part. You agree not to distribute the visual recording (or any part of it) in any form, including in the form of transcriptions, quotations or digital downloads except for the purposes of the course assessment.
3. You acknowledge that the digital copy itself will be, and even when in your possession will remain, the property of **{name of COSCA validated training provider}**. You agree:
 - a. at all times to take all reasonable care to safeguard the digital copy;
 - b. to notify **{name of COSCA validated training provider}** immediately should the digital copy be lost or stolen; and
 - c. to return the DVD to **{name of COSCA validated training provider}** on completion of the course or on demand by **{name of COSCA validated training provider}**.
4. You agree that all information disclosed during practice counselling skills **{counselling}** sessions, including all inferences or deductions made by subsequent review or analysis, are strictly confidential. You agree that, unless you have first obtained the express, written permission of both the client (speaker) and **{name of COSCA validated training provider}**, you will not:
 - a. disclose such information to any third party; or
 - b. view the visual recording of any practice counselling skills **{counselling}** session in the presence of any person not present at that session.
5. You acknowledge that you owe **{name of COSCA validated training provider}** and the other participants of practice counselling skills **{counselling}** sessions a duty to maintain the confidentiality of information disclosed at such sessions. You agree that this duty may be enforced by **{name of COSCA validated training provider}** or by any person who suffers loss or harm (whether economic or otherwise) as a consequence of your breach of that duty, irrespective of whether the breach is deliberate or negligent.

6. You acknowledge that, if you breach any of these conditions of participation, **{name of COSCA validated training provider}** has the right to take disciplinary proceedings against you. In particular, you acknowledge that **{name of COSCA validated training provider}** may refuse to award you a Counselling Skills Certificate (*or any other award*) should you fail to return any visual recording given to you on a storage device or delete the digital copy sent to you on completion of the course or on demand from **{name of COSCA validated training provider}**. You further acknowledge that **{name of COSCA training provider}** may take legal action against you to recover any losses, damages, awards, costs (including legal costs) or expenses incurred by **{name of COSCA validated training provider}** that arise from or are connected with your breach of these conditions.
7. You agree that, except in the case of death or personal injury, **{name of COSCA validated training provider}** will have no liability to you for losses, damages or harm of any form (whether economic or otherwise) arising from or in connection with your participation in practice counselling skills **{counselling}** sessions and the use of visual recording equipment.

These conditions of participation form a legally binding agreement between you, **{name of COSCA validated training provider}** and your fellow participants in the practice counselling skills **{counselling}** sessions. If you are uncertain of the implications you are advised to seek independent advice.

Please acknowledge your acceptance of these conditions of participating by signing and dating this letter. You may retain the copy, but the original must be returned to me before you will be permitted to participate in practice counselling skills **{counselling}** sessions. Please note that these sessions are a mandatory component of the course, without which you cannot be awarded a Counselling Skills Certificate **{or other award}**.

Yours sincerely

Counselling Skills Course Co-ordinator etc.

I agree to the terms of participation set out above

Name of Participant:

Signature:

Date:

Brian Magee
Chief Executive
COSCA (Counselling & Psychotherapy in Scotland)
August 2022

