



WA Award Operating Authority and Award Unit
Licence Agreement

The Duke of Edinburgh's International Award –
Australia (ACN 114 267 195)

Awards WA (ABN 31 619 327 859)

Licence Agreement between State or Territory Award Operating Authorities and Award Units

This Licence Agreement is made on

(date)

between:

Awards WA (ABN 31 619 327 859) of Suite 58, City West Centre, 102 Railway Street, West Perth WA 6005] (the “**Award Operating Authority**”); and

Name:

(“Award Unit”).

RECITALS:

- (a) This Licence Agreement reflects international licensing, and other, arrangements which set in place a clear, consistent and co-operative line of responsibility and accountability between the:
- (1) International Award Foundation and the National Award Authority (“NAA”);
 - (2) NAA and Award Operating Authorities;
 - (3) Award Operating Authorities and Award Units; and
 - (4) Award Units and assessors/supervisors/instructors/ volunteers.
- (b) The NAA has been licensed by the Duke of Edinburgh’s International Award Foundation to deliver the Award Program in Australia.
- (c) The NAA has granted the Award Operating Authority a licence to deliver the Award Program in the Region.
- (d) Under this Licence Agreement, the Award Operating Authority grants the Award Unit a non-exclusive licence to deliver the Award Program within the Region.

The parties agree

in consideration of, amongst other things, the mutual promises contained in this Licence Agreement:

1 Definitions

Term	Meaning
Adventure Activity Standards	the voluntary guidelines or prescribed requirements describing industry-recognised minimum standards for organisations conducting outdoor recreation activities.
Australian Award Handbook	the Handbook produced and distributed by the NAA in Australia, as amended and updated from time to time by the NAA, to be used by all Award Operating Authorities, State and Territory Award Committees and Award Units. The Australian Award Handbook is the key reference publication regarding the conditions and requirements of the NAA.
Award Leader	has the meaning given to that term in clause 6(a).
Award Operating Authority	means: <ol style="list-style-type: none">1 where the party to this Licence Agreement is a State licence holder, the State Award Operating Authority or a body or a person nominated by the State licence holder to operate the Award Program in the Region; or2 where the party to this Licence Agreement is a Territory licence holder, the Territory Award Operating Authority or a body or a person nominated by the Territory licence holder to operate the Award Program in the Region.3 where the party to this Licence Agreement is a national organisation delivering the Award across two or more States or Territories nominated by the NAA to deliver the Award.
Award Program	The Duke of Edinburgh's International Award, which was established by the Trust Deed dated 18 January 1961, for the purposes described in the 'International Declaration' section in Chapter Four (International Agreements) of the Constitution of the Duke of Edinburgh's International Award Foundation.
Award Unit	A body such as a school/company/club/organisation that has been licensed by the NAA or an Award Operating Authority to deliver the Award Program as an Award Unit under a Licence Agreement in the form set out in Schedule 4.

Award Unit Policies	the policies issued by the Award Unit from time to time.
Child Protection Legislation	any child protection Law as in force from time to time including, but not limited to, the following: Children and Young People Act 2008 (ACT); Children and Young Persons (Care and Protection) Act 1998 (NSW); Care and Protection of Children Act 2007 (NT); Child Protection Act 1999 (Qld); Children’s Protection Act 1993 (SA); Children, Young Persons and their Families Act 1997 (Tas.); Children, Youth and Families Act 2005 (Vic.); and Children and Community Services Act 2004 (WA).
Claim	Means any claim, demand, remedy, suit, injury, damage, loss, Cost, liability, action, proceeding, right of action, claim for compensation and claim for abatement of obligations;
Confidential Information	<p>the DOE Intellectual Property, information relating to the NAA, the Award Operating Authority or Award Program, the ORB and its source code, the terms of this Licence Agreement and other information relating to this Licence Agreement, including studies, documents, trade secrets and other materials of whatever description, but does not include:</p> <ol style="list-style-type: none"> 1 information which is in the public domain at the date of this Licence Agreement; 2 information which becomes part of the public domain other than as a result of unauthorised disclosure; 3 information which is in the other party’s possession at the date of this Licence Agreement; and 4 information which comes into the other party’s possession other than by breach of this Licence Agreement or by any third party breaching any obligation of confidence.
Corporate Operator	A company or incorporated association which complies with the requirements set out in Schedule 8 to this Agreement. Ref: 1.8 National Award Units Policy.
Cost	Means any cost, charge, expense, payment or other expenditure of any nature (whether direct, indirect or consequential and whether accrued or paid).
DOE	Duke of Edinburgh. Use of this abbreviation is not permitted beyond references in this Licence Agreement.

DOE Intellectual Property that Intellectual Property owned by, or licensed to, the NAA including, but not limited to, the:

- 1 Australian Trade Mark with Registration Number 798999;
- 2 Australian Trade Mark Registration Number 1627659;
- 3 the Intellectual Property Rights in the Award Program owned or licensed by the NAA; and
- 4 the ORB.

Head Licence the National Award Full Licence between the Duke of Edinburgh's International Award Foundation (Company Number 3666389) and The Duke of Edinburgh's International Award – Australia (ACN 114 267 195) dated 27 October 2013.

Insurance Cover Means the insurance cover and minimum insurance cover as set out in Schedule 3 to this Agreement.

Intellectual Property Rights all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, semi conductor, circuit and other eligible layouts, copyright and analogous rights, trade secrets, know how, Confidential Information, processes, concepts, plant breeders' rights and all other intellectual property rights as defined in Article 2 of the convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time.

International Award Foundation The Duke of Edinburgh's International Award Foundation (company number 3666389) located at Award House, 7-11 Saint Matthew Street, London SW1P 2JT, United Kingdom.

International Award Foundation Brand and Style Guidelines Means International Award Foundation approved brand guidelines and style standards to ensure that all communications are consistent and must be used by approved persons who produce content for or on behalf of The Duke of Edinburgh's International Award – Australia.

Law(s) any:

- 1 Commonwealth, State, Territory or local government legislation, including regulations, by-laws, declarations, ministerial directions and other subordinate legislation;
- 2 common law; or
- 3 government agency requirement or authorisation (including conditions in respect of any authorisation).

Licence Documentation	licensing documentation in the form prescribed by the NAA from time to time including without limitation licence agreements between: 1 the NAA and an Operating Authority; and 2 an Award Operating Authority and the Award Units, and the volunteer code of conduct for assessors, supervisors, instructors and volunteers, in the form prescribed by the NAA from time to time.
Local Policy or Local Policies	the policies issued by the Award Operating Authority from time to time.
NAA	the National Award Authority being The Duke of Edinburgh's International Award – Australia (ACN 114 267 195).
National Licence Monitoring and Quality Assurance Policy	the policy that provides a minimum framework and set of requirements to ensure that the Award Operating Authorities, their licensed Award Units and the NAA are complying with the requirements under the Head Licence and are also implementing key national Policies (including Governance and Program (via the Australian Award Handbook)).
OAC	means Open Award Centre which enrolls any participant who cannot be accommodated by the Award Operating Authority.
ORB	the Online Record Book owned by the International Award Foundation and licensed to, and used by, the NAA.
Participant Application Form or Process	the Participant Application Form (containing the Parental or Guardian Consent Form) or process in the form prescribed from time to time by the NAA and with such additions, but not deletions, as the Award Operating Authority may determine.
Personal Information	information, or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained from the information or opinion. For the avoidance of doubt, this includes Personal Information collected and maintained in the ORB for the Award.
Policy or Policies	at any time, all policies and codes of conduct made available by the NAA and the Award Operating Authority and having effect at that time and includes, without limitation, the Adventure Activity Standards.

Privacy Policy	the privacy policy of the NAA as amended from time to time.
Privacy Incident	any actual, apparent or anticipated: <ul style="list-style-type: none"> a) misuse or loss of, interference with or unauthorised access to, modification of or disclosure of Personal Information; b) breach of clause 10; c) request, complaint or enquiry made by a regulatory authority or Award Program applicant or Participant in relation to the handling of Personal Information by the Award Operating Authority; or d) requirement of any Law which conflicts with the Award Operating Authority's obligations under clause 10.
Region	Western Australia
State Award Committee	the State licence holder or a body nominated by the State licence holder to operate the Award Program in a particular state, for example, New South Wales.
Term	the term of this Licence Agreement as set out in clause 5.
Territory Award Committee	the Territory licence holder or a body nominated by the Territory licence holder to operate the Award Program in a particular territory, for example, the Northern Territory.
Use of Name and Logo Policy	the policy that aims to protect the NAA's brands and names in Australia. It further aims to standardise and coordinate the national branding activities of the NAA in Australia. The policy is to be consistent with Australian Coordinating Council Policy 1.6 Use of the Name and Logo and the International Award PR Guidelines, NAA Guide and National Graphics Manual. It recognises that local arrangements exist for media relations.

2 Interpretation

In this licence, unless the context requires otherwise:

- (a) headings are for convenience only and do not affect the interpretation of this licence;
- (b) words importing the singular include the plural and vice versa;
- (c) words importing a gender include any gender;
- (d) an expression importing a natural person includes any company, partnership, joint venture, association, corporation or other body corporate and any government agency;

- (e) a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of, and a party, annexure, exhibit and schedule to, this licence and a reference to this licence includes an annexure, exhibit and schedule;
- (f) a reference to anything (including, but not limited to, any right) includes any part of that thing but nothing in this clause 2(f) implies that performance of part of an obligation constitutes performance of an obligation;
- (g) a reference to a right includes a power, authority, discretion, benefit or remedy conferred on a party by this licence or any applicable Law;
- (h) a reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, whether passed by the same or another government agency with legal power to do so, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under that statute;
- (i) a reference to a party to a document includes that party's successors and permitted assigns;
- (j) a reference to a document includes any amendment, change or alternation to that document or any replacement of the document; and
- (k) no rule of construction applies to the disadvantage of a party solely because that party was responsible for the preparation of this licence or any part of it.

3 Grant of licence

The Award Operating Authority grants to the Award Unit a licence to deliver the Award Program in the Region for the Term.

4 Relationship of the parties

This Licence Agreement does not create any other relationship, such as a partnership, agency, trust, joint venture franchise and franchisee or employer and employee relationship.

5 Commencement and Term

The licence commences on the date of this Licence Agreement and continues in force for three (3) years unless the Head Licence expires or this Licence Agreement is terminated earlier in accordance with clause 12.

6 Obligations of the Award Unit

The Award Unit must:

- (a) appoint a person (“**Award Leader**”) to be the main source of information, guidance and support for the Participants. The Award Unit may appoint more than one Award Leader and determine the ratio of participants per Award Leader;
- (b) provide the Award Operating Authority with the names and qualifications of each appointed Award Leader;
- (c) inform the Award Operating Authority of any change of Award Leader; and
- (d) undergo sufficient award training as determined by the Award Operating Authority.

The Award Unit agrees to and agrees to use reasonable endeavours to procure that the Award Leader:

- (e) complies with the Award Program requirements and Fundamental Principles as set out in Schedule 1 of the National Award Authority Licence Agreement between The Duke of Edinburgh’s International Award – Australia and The Duke of Edinburgh’s Award in Australia (WA Division) on 19th October 2015.
- (f) complies at all times with all applicable Laws relevant to the delivery of the Award Program in the state or territory in which the Award Unit delivers the Award Program and with all of the Award Unit’s obligations under this Licence Agreement;
- (g) complies and ensures that all assessors, supervisors, instructors and volunteers (as applicable) comply with all Policies, Local Policies and the Participant Application Process (as applicable);
- (h) ensures that all of the Award Unit’s Policies comply with all relevant Laws in the State or Territory in which the Award Unit delivers the Award Program and are not inconsistent with the Licence Documentation, Participant Application Process and Policies. Where an Award Unit’s Policy is inconsistent with a NAA or Award Operating Authority Policy, the NAA or Award Operating Authority Policy prevails to the extent of the inconsistency;
- (i) provides sufficient support to Award Leaders as necessary;
- (j) ensures the Award Leaders confirm Assessors, Supervisors and Instructors and Volunteers are appropriate people (as applicable) to participate in the delivery of the Award Program, subject to any requirements advised by the Award Operating Authority;
- (k) ensure that any person who acts as an Instructor, Assessor or Volunteer in relation to the Award Program accepts in writing, or electronically, the Volunteer Code of Conduct and the Award Unit’s Award Program Code of Conduct;
- (l) ensures that only persons who complete the relevant Participant Application Process and pay the local registration fee participate in the Award Program;
- (m) promptly remits the local registration fee to the Award Operating Authority. The Award Unit acknowledges that any amounts received from Participants are held by the Award Unit for the Award Operating Authority and that the Award Unit and the Award Leaders do not have any interest in those amounts;
- (n) exercises due care and diligence in operating the Award Program, including approving proposed activities to be undertaken by the Participants as part of the Award Program;

- (o) reports all incidents to the Award Operating Authority as soon as possible after becoming aware of those incidents (ref: www.dukeofed.com.au/resource/national-incident-report-form);
- (p) takes reasonable steps to ensure that any Assessor, Instructor or Volunteer who is an employee of the Award Unit is suitable and competent and possesses the skills and training relevant to their role in respect of the delivery of the Award Program;
- (q) provides to the Award Operating Authority such information requested by it for the purpose of determining whether the Award Unit has fulfilled its obligations under this Licence Agreement;
- (r) complies with the Award Unit's obligations under all Licence Documentation to which it is a party;
- (s) provides Participants with details of any changes to the insurance cover provided by the NAA and of which the Award Leader has been notified in writing;
- (t) undertakes basic administration of the Award Program including promotion activities, support meetings, planning, payment of fees and keeping accurate records;
- (u) ensures the payment of a local licence fee to the Award Operating Authority if required by the Award Operating Authority;
- (v) ensures that police checks and referee/background checks are performed on Assessors, Supervisors, Instructors and Volunteers where required by Child Protection Legislation;
- (w) examines the Insurance Cover provided by the NAA and the Award Unit and agrees only to approve activities not covered by the insurance cover provided by the NAA and the Award Unit if Participants (and or Parent/Guardian if under 18 years) take out separate insurance for those activities that are not covered by the NAA's or the Award Unit's insurance and provide evidence of Insurance Cover to the Award Unit. The Participant is responsible for all risks arising from the Participant's participation in such activities;
- (x) takes reasonable steps to ensure that any Participant or person transporting Participants participating in activities relating to the Award Program, holds an appropriate and valid driver's licence and relevant insurance to cover the risk of injury to the people they drive.

7 Obligations of the Award Operating Authority

The Award Operating Authority agrees to:

- (a) provide the Award Unit with the following:
 - (1) information, resources and promotional materials for the Award Program;
 - (2) ongoing administrative and support services;
 - (3) award training and networking opportunities;
 - (4) a copy of the Australian Award Handbook;
 - (5) copies of all Policies and Local Policies with which the Award Unit must comply;
 - (6) copies of the Participant Application Process/Form;
 - (7) details of the insurance coverage provided by the NAA; and

- (8) details of any changes to the insurance coverage provided by the NAA; and
- (b) comply at all times with all applicable Laws relevant to its role in respect of the delivery of the Award Program; and
- (c) comply with the National Licence Monitoring, Quality Assurance Policy and Use of Name and Logo Policy as amended from time to time.

8 Intellectual property

8.1 Grant of licence

- (a) The Award Unit acknowledges and agrees that the Award Operating Authority licences the DOE Intellectual Property from the NAA.
- (b) The Award Operating Authority grants the Award Unit a non-exclusive, non-transferable licence to use, copy and distribute materials containing the DOE Intellectual Property and materials provided by the Award Operating Authority in the Region for the Term of this Licence Agreement, for the purpose of operating the Award Program in the Region on the terms of this Licence Agreement.
- (c) The Award Unit is not permitted to grant sub-licences under the licence granted in clause 8.1(b).
- (d) The Award Unit may not use the DOE Intellectual Property other than as set out in clause 8.1(b) without the NAA's prior written consent.

8.2 Purpose, manner and form of use

The Award Unit agrees that:

- (a) it will use the DOE Intellectual Property in accordance with this Licence Agreement, including the Policies; and
- (b) it will not use the DOE Intellectual Property for any purpose other than for the purpose of operating the Award Program in the Region and it will not use the DOE Intellectual Property in any way which would bring the NAA or the Award Operating Authority into disrepute.

8.3 Quality standards

The Award Unit must:

- (a) use best endeavours to ensure that the quality of the services and materials in relation to which the DOE Intellectual Property is used complies with the NAA's standards as notified from time to time;
- (b) submit for approval samples of any documents and materials on which the DOE Intellectual Property is used for publication, and permit inspection of its premises, at the reasonable request of the Award Operating Authority;
- (c) comply with the reasonable directions of the Award Operating Authority in regards to use of the DOE Intellectual Property from time to time; and

- (d) comply with any style guides mandated by the NAA in respect of the Award Unit's use of the DOE Intellectual Property.

8.4 **Ownership**

The Award Unit acknowledges and agrees that the NAA owns (either solely or jointly), or is the licensee of, all right, title and interest, including Intellectual Property Rights, in:

- (a) Australian Trade Mark Registration Number 798999 and the trade mark comprised in such registration;
- (b) Australian Trade Mark Registration Number 1627659 and the trade mark comprised in such registration;
- (c) the NAA's Award Program; and
- (d) the ORB.

8.5 **Creation of new Intellectual Property**

- (a) The Award Unit agrees that all Intellectual Property Rights created by the Award Unit which are based on, or which incorporate or are derived from, or which further develop or improve upon, the DOE Intellectual Property, including any new trademarks used in relation to The Duke of Edinburgh's International Award Program ("**New DOE IP**") during the Term of this Licence Agreement form part of the DOE Intellectual Property. The Award Unit is not permitted to make any changes to the trademarks comprised in the DOE Intellectual Property.
- (b) The Award Unit hereby assigns, and must use all reasonable endeavours to ensure that all Assessors, Supervisors, Instructors and Volunteers assign, all rights, including Intellectual Property Rights in the New DOE IP to the NAA at no cost. The Award Unit must use all reasonable endeavours to ensure that all assessors, supervisors, instructors and volunteers, do all things, including executing all documents as requested by the NAA to give effect to such assignment and enable the NAA to use and permit others to use, and deal with, such New DOE IP.
- (c) The Award Unit agrees to procure moral rights consents in relation to any copyright works created. The Award Unit must use all reasonable endeavours to ensure that all assessors, supervisors, instructors and volunteers, do all things, including executing all documents as requested by the NAA to give effect to such consents and enable the NAA to use and permit others to use, and deal with, such New DOE IP.

8.6 **Preservation of NAA's rights**

The Award Unit acknowledges and agrees that:

- (a) the NAA has the exclusive interest in the DOE Intellectual Property and the Award Unit must not in any way represent that it is the owner of, or has any interest in, the DOE Intellectual Property (other than the rights granted under this Licence Agreement);
- (b) all goodwill connected with the Award Unit's use of the DOE Intellectual Property accrues to the NAA's benefit exclusively;
- (c) it must not apply to register the DOE Intellectual Property or any similar intellectual property which incorporates or includes the DOE Intellectual Property; and

- (d) it must not challenge, question or in any way impair any interest which the NAA has in the DOE Intellectual Property, the validity of any registrations of the DOE Intellectual Property or any application by the NAA to register the DOE Intellectual Property.

8.7 Confidential information

- (a) The Award Unit must:
 - (1) hold the Confidential Information in strict confidence;
 - (2) not disclose, or cause or permit the disclosure of, the Confidential Information; and
 - (3) only use the Confidential Information for the purpose of this Licence Agreement.
- (b) The Award Unit may disclose the Confidential Information on a confidential basis to its professional advisers, to the extent required by Law or pursuant to the requirement of a regulator.

8.8 Infringement

If the Award Unit becomes aware of any infringement or threatened infringement of any of the DOE Intellectual Property, the Award Unit must immediately notify the Award Operating Authority in writing providing the Award Operating Authority with all the information of which the Award Unit is aware in relation to the claim or conduct. The Award Unit must not take any other steps in relation to the Claims or conduct without the prior consent of the Award Operating Authority.

8.9 Exercise of rights under legislation

The Award Unit agrees that, except as expressly permitted by this Licence Agreement, the Award Unit must not exercise any other rights in relation to the DOE Intellectual Property including any rights provided to a licensee or authorised user under section 26(1) of the *Trade Marks Act 1995* (Cth).

8.10 Termination of the DOE Intellectual Property licence

- (a) The rights granted to the Award Unit under this clause 8 immediately terminate upon expiry or termination of this Licence Agreement.
- (b) Upon termination or expiry of this Licence Agreement, the Award Unit must immediately cease all use of the DOE Intellectual Property and return or destroy (at the Award Operating Authority's election) all DOE Intellectual Property.

9 Insurance

- (a) The Award Unit must, as a minimum, keep current at all times during this Licence Agreement the following insurance policies for the benefit of all Award Program participants:
 - (1) Public & Product Liability insurance, for a minimum of \$20,000,000 (\$20 million) for any one incident or series of incidents arising from one event for public

- liability and in the aggregate for the year in respect to product liability. This includes cover for sexual molestation, for a minimum of \$5,000,000 (\$5 million);
- (2) Personal Accident insurance covering all Participants and Volunteers (paid or unpaid) in relation to Award Program activities; and
 - (3) such Workers Compensation insurance(s) as is required by law in the State or Territory of operation of the Award Program.
- (b) All insurances, other than Workers' Compensation insurance must name NAA as an additional insured and must contain a cross liability endorsement stipulating that the coverage of the insurances will apply as if a separate policy had been issued to each insured. In the event of the Award Unit being unable to comply with this obligation, the Award Unit must immediately notify the Award Operating Authority in writing.
- (c) Prior to the commencement of this Licence Agreement, the Award Unit must provide to the Award Operating Authority certificates of currency for the insurance referred to in clause 9(a).
- (d) All Participant activities must be covered under the Award Unit's insurance policy. If the Award Unit reasonably considers any activity undertaken to be 'high' risk, it must check that the activity is covered under the Award Unit's insurance policy or take out separate insurance in relation to the 'high' risk activity in accordance with Schedule 3.

10 Privacy

- (a) The Award Unit must collect, store, use, disclose or otherwise handle all Personal Information collected in relation to the Award Program in a manner which complies with:
- (1) the Privacy Policy;
 - (2) the *Privacy Act 1988* (Cth) (the "**Privacy Act**"), including the Australian Privacy Principles, regardless of whether the Award Unit is an exempt entity under the Privacy Act or is otherwise not obliged to comply with that Act;
 - (3) the Guidelines to the Australian Privacy Principles published by the Office of the Information Commissioner; and
 - (4) any standards, guidelines or instructions binding on the Award Unit under any other relevant privacy legislation,
- (collectively, "**Privacy Requirements**").
- (b) Notwithstanding any permitted handling of Confidential Information, the Award Unit must:
- (1) not use or disclose Personal Information for any purpose other than:
 - (A) to the extent necessary to comply with its obligations under this Licence Agreement;
 - (B) with the prior written approval of the Award Operating Authority; or
 - (C) as required by Law;

- (2) not access, transfer or make accessible Personal Information outside Australia without the Award Operating Authority's prior written consent;
 - (3) not do any act or engage in any practice which would be a breach of the Privacy Act if done or engaged in by the Award Operating Authority;
 - (4) to the extent that the Award Unit is not itself directly subject to a particular Privacy Requirement, indemnify, keep indemnified and hold harmless the Award Operating Authority in relation to any loss, damage, liability, charge, expense, outgoing, payment or cost (including all legal and other professional costs) of any nature or kind incurred and arising out of in connection with a breach by the Award Unit of clause 10(b)(3);
 - (5) before collecting Personal Information about an Award Program applicant or Participant or a third party, the Award Unit must obtain directions from the Award Operating Authority as to any notifications, consents or other requirements the Award Operating Authority may have;
 - (6) on termination or expiry of this Licence Agreement or on request by the Award Operating Authority return to the Award Operating Authority or securely destroy (at the Award Operating Authority's election) all copies or other records containing Personal Information;
 - (7) immediately notify the Award Operating Authority (providing full details) and cooperate with the Award Operating Authority in the event of a Privacy Incident;
 - (8) allow the independent investigation of complaints by the Award Operating Authority or any person or body nominated by the Award Operating Authority and provide appropriate redress to complainants for any harm arising from the Award Unit's failure to effectively uphold the Privacy Requirements;
 - (9) not make or publish any statement or communication concerning a Privacy Incident, including contacting any relevant regulatory authority, without the Award Operating Authority's prior written consent;
 - (10) give the Award Operating Authority or its nominee access to all premises, personnel, materials and systems to assess the Award Operating Authority's compliance with all or any part of this clause 10; and
 - (11) where disclosing or otherwise making available Personal Information to any third party ensure that the third party agrees to and complies with this clause 10 to the same extent as the Award Unit (except that the third party may not further disclose Personal Information without the Award Operating Authority's agreement).
- (c) The Award Unit acknowledges that individuals may have the right to request access to their Personal Information held by the Award Unit.
- (d) The obligations in this clause 10 survive the expiry or termination of this Licence Agreement.

11 Criminal Conviction

Subject to any relevant Law, during the Term of this Licence Agreement, the Award Unit must immediately advise the Award Operating Authority of any matter of which it is or becomes aware that has or could lead to a criminal conviction in respect of any employee or officer of the Award Unit or any Assessors, Supervisors, Instructors or Volunteers involved, whether directly or indirectly, in the management or delivery of the Award Program.

12 Termination

- (a) Either party may terminate this Licence Agreement at any time by giving 90 days' written notice to the other party or such other notice period as the parties agree.
- (b) The Award Operating Authority may terminate this Licence Agreement immediately upon service of a notice to the Award Unit if the Award Unit breaches a material obligation under this Licence Agreement.
- (c) This Licence Agreement automatically terminates upon termination or expiry of the Head Licence.
- (d) Upon termination of this Licence Agreement, the Award Unit must:
 - (1) notify each Assessor, Instructor and Volunteer and each Participant within 5 days of the date of termination that this Licence Agreement has been terminated; and
 - (2) ensure Participants cease Participation in the Award Program through the Award Unit.
- (e) Without limiting the continued operation of any clause which as a matter of construction is intended to survive the termination or expiry of this Licence Agreement, clauses 8.1, 8.4, 8.5, 8.10(b), 9, 10, 13, 16, 17 and 18 survive termination of this Licence Agreement.
- (f) Each indemnity contained in this Licence Agreement survives the termination or expiry of this Licence Agreement.

13 Liability

- (a) In this clause 'Each party (the **'First Party'**) shall indemnify and keep indemnified the other (the **'Second Party'**) from and against all Claims whatsoever brought, prosecuted or made against the Second Party for which the Second Party will or may be or become liable whether during or after the termination of the Agreement arising from or as a result of this Agreement but only to the extent any such Claim arose as a result of any negligent act or omission or any breach of the terms of this Agreement by the First Party.
- (b) The First Party's maximum liability to the Second Party shall be limited the First Party's Insurance.

14 Assignment

Neither party may assign its rights or obligations under this Licence Agreement without the prior written consent of the other party.

15 Variation

A variation of this Licence Agreement must be in writing signed by both parties.

16 Governing law and jurisdiction

- (a) This Licence Agreement is governed by the laws of New South Wales.
- (b) Each party irrevocably submits to the exclusive jurisdiction of the courts of New South Wales.

17 Prohibition and enforcement

- (a) Any provision of, or the application of any provision of this Licence Agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.
- (b) Any provision of, or the application of any provision of, this Licence Agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- (c) Where any clause of this Licence Agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Licence Agreement.

18 Entire agreement

This Licence Agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

Awards WA ABN 31 619 327 859

Contact Person

Teagan Brown

Address

Suite 58, City West Centre
102 Railway Street
West Perth, WA 6005

Telephone

08 9321 4179

Email

teagan@awardswa.org.au

Award Unit Name:

Contact Person

Position Title:

Address

Post code:

State: WA

Telephone

Email

Executed as an agreement

Signed for and on behalf of

Awards WA (ABN 31 619 327 859) of Suite 58, City West Centre, 102 Railway Street, West Perth WA 6005 (the "**Award Operating Authority**") by its authorised representative

Sign here  _____

Representative
Mrs. Katie Brown

Print name _____

Chief Executive Officer

Title _____

Sign here  _____

Witness
Ms. Teagan Brown

Print name _____

Programs Manager

Title _____

Signed for and on behalf of

_____ (Award Unit) by its authorised representative

Sign here _____

Representative

Print name _____

Title Principal/ CEO

Sign here _____

Witness

Print name _____

Title _____