



## **Sub Licence agreement between Western Australia Operating Authority and Western Australia Award Centres**

Awards WA Inc.  
Trading as The Duke of Edinburgh's International  
Award – Australia (WA)  
(ABN 31 619 327 859)

And

(Award Centre name)  
(ABN)

Sub Licence agreement between State or Territory Award Operating Authorities and Award Centres

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This Sub Licence is made on \_\_\_\_\_ (date)

between:

1 **The Duke of Edinburgh’s International Award – Australia (WA) of Suite 58/102 Railways Parade, West Perth WA 6005** (Award Operating Authority); and

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2 \_\_\_\_\_ (Award Centre name)  
\_\_\_\_\_ (address)

**RECITALS:**

- a) This Sub Licence 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 NAO;
  - 2. NAO and Award Operating Authorities;
  - 3. Award Operating Authorities and Award Centres; and
  - 4. Award Centres, Assessors, Supervisors and Volunteers.
  - 5. The NAO has been licensed by the Duke of Edinburgh’s International Award Foundation to deliver the Award Program in Australia.
  
- b) The NAO has granted the Award Operating Authority a licence to deliver the Award Program in the Geographic Area.
  
- c) Under this Sub Licence, the Award Operating Authority grants the Award Centre a non-exclusive licence to deliver the Award Program within the Geographic Area.

The parties agree

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

## 1 Definitions

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| Term                                | Meaning  |
|-------------------------------------|--|
| <b>Adventure Activity Standards</b> | <p>in respect of an outdoor recreation activity, the State or Territory Laws and mandatory or voluntary industry standards or guidelines which apply to any or all of the following:</p> <ol style="list-style-type: none"><li>1 the conduct of the outdoor recreation activity by an Award Centre;</li><li>2 the undertaking of the outdoor recreation activity by a Participant; and</li><li>3 the location where the outdoor recreation activity is performed or has taken place.</li></ol> |
| <b>Assessors</b>                    | <p>a suitably skilled, experienced and/ or qualified adult Volunteer who can assist with and assess a Participant completing an activity being undertaken for a section of an Award.</p>   |
| <b>Australian Award Handbook</b>    | <p>the key reference publication regarding the conditions and requirements of the NAO for all Award Operating Authorities, State and Territory Award Committees and Award Centres operating in Australia as reviewed, amended and updated periodically by the NAO and made available at <a href="http://www.dukeofed.com.au/Handbook">www.dukeofed.com.au/Handbook</a></p>   |
| <b>Award Coordinator</b>            | <p>an adult Volunteer who is the key contact in an Award Centre. An Award Leader themselves, they are responsible for setting up and running the Award in that organisation, supporting other Award Leaders, overseeing Award groups and communicating with the relevant State Operating Authority and or National Office.</p>   |
| <b>Award Funds</b>                  | <p>this refers to all monies received from Participant registrations, donations, in-kind services and all other monetary and non-monetary consideration by the Award Operating Authority in relation to its provision of the Award under this Sub Licence. All such monies to be exclusively used for the administration of the Award and the benefit of its Award Participants</p>  |

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| Term                                | Meaning  |
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| <b>Award Intellectual Property</b>  | <p>that intellectual property owned by, or licensed to, the NAO including, but not limited to, the:</p> <ol style="list-style-type: none"> <li>1 Australian Trade Mark with Registration Number 798999;</li> <li>2 Australian Trade Mark Registration Number 1627659;</li> <li>3 Intellectual Property Rights in the Award Program owned or licensed by the NAO; and</li> <li>4 ORB.</li> </ol>    |
| <b>Award Leader</b>                 | <p>an adult who is appointed by an Award Centre to act as a representative of the Award Centre has overall responsibility of the delivery of the Award for that organisation. The Award Leader assists Participants with selecting their activity authorities, provides advice, offers support and encouragement, gives preliminary or final Award signoff and celebrates the achievement.</p>     |
| <b>Award Program</b>                | <p>the Duke of Edinburgh’s International Award program, which was established by the trust deed dated 18 January 1961, for the purposes described in the International Declaration section set out in Chapter Four (International Agreements) of the constitution of the Duke of Edinburgh’s International Award Foundation and includes any intellectual property in relation to the program.</p> |
| <b>Award Centre</b>                 | <p>a body such as a school/company/club/organisation that has been licensed by the NAO or an Award Operating Authority to deliver the Award Program as an Award Centre under this Sub Licence.</p>   |
| <b>Award Centre Policies</b>        | <p>the policies issued by the Award Centre from time to time.</p>  |
| <b>Bronze Award</b>                 | <p>has the same meaning given to this term in the Australian Award Handbook.</p>   |
| <b>Child Protection Legislation</b> | <p>any Commonwealth child protection Law as in force from time to time and any state based child protection Law in the Geographic Area.</p>  |
| <b>Claim</b>                        | <p>any claim, demand, remedy, suit, injury, damage, loss, cost, liability,</p>   |

| Term                            | Meaning  |
|---------------------------------|--|
|                                 | action, proceeding, right of action, claim for compensation and claim for abatement of obligations.  |
| <b>Confidential Information</b> | <ol style="list-style-type: none"> <li>1 the Award Intellectual Property, information relating to the NAO, the Award Operating Authority or Award Program, the ORB and its source code, the terms of this Sub Licence; and</li> <li>2 other information relating to this Sub Licence, including studies, documents, trade secrets and other materials of whatever description, but does not include: <ol style="list-style-type: none"> <li>a) information which is in the public domain at the date of this Sub Licence;</li> <li>b) information which becomes part of the public domain other than as a result of unauthorised disclosure;</li> <li>c) information which is in the other party's possession at the date of this Sub Licence; and</li> <li>d) information which comes into the other party's possession other than by breach of this Sub Licence or by any third party breaching any obligation of confidence.</li> </ol> </li> </ol> |
| <b>Cost</b>                     | any cost, charge, expense, payment or other expenditure of any nature (whether direct, indirect or consequential and whether accrued or paid).   |
| <b>Geographic Area</b>          | Western Australia  |
| <b>Gold Award</b>               | the highest level of the Award available only to those aged 16 and above, requiring a minimum 12 month commitment.   |
| <b>Head Licence</b>             | the licence agreement entered into between the NAO and the Award Operating Authority under which the Award Operating Authority enters into this Sub Licence with the relevant Award Centre.  |
| <b>Insurance Cover</b>          | the insurance cover and minimum insurance cover as notified by the Award Operating Authority to the Award Centre from time to time in writing.   |

| Term   | Meaning   |
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| <b>Intellectual Property Rights</b>                              | 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. |
| <b>International Award Foundation</b>                            | The Duke of Edinburgh's International Award Foundation which is a registered United Kingdom charity (company number 3666389) located at Award House, 7-11 Saint Matthew Street, London SW1P 2JT, United Kingdom.  |
| <b>International Award Foundation Brand and Style Guidelines</b> | International Award Foundation approved brand guidelines and style standards available at <a href="http://www.dukeofed.com.au/resources/logo-and-brand-guidelines">www.dukeofed.com.au/resources/logo-and-brand-guidelines</a> 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.   |
| <b>International Licence</b>                                     | 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.  |
| <b>Law(s)</b>  | <p>any:</p> <ol style="list-style-type: none"> <li>1 Commonwealth, State, Territory or local government legislation, including regulations, by-laws, declarations, ministerial directions and other subordinate legislation;</li> <li>2 common law; or</li> <li>3 government agency requirement or authorisation (including conditions in respect of any authorisation).</li> </ol>   |
| <b>Licence Documentation</b>                                     | licensing documentation in the form prescribed by the NAO from time to time including without limitation any Head Licence, any Sub Licence, the Volunteer Code of Conduct for Assessors, Supervisors and Volunteers and the 'Terms & Conditions between Award Centres and Assessors/Supervisors/Volunteers' in the form available from the NAO  |

| Term  | Meaning   |
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|   | from time to time and available at the website: <a href="http://www.dukeofed.com.au/resources/participant-resources">http://www.dukeofed.com.au/resources/participant-resources</a> .   |
| <b>Local Policy or Local Policies</b>                           | the policies issued by the Award Operating Authority from time to time.   |
| <b>NAO</b>  | the National Award Operator being The Duke of Edinburgh's International Award – Australia (ACN 114 267 195) which is the authorised body to oversee the management and delivery of the Award on a national basis in Australia as only one NAO is licensed in each country.  |
| <b>National Licence Monitoring and Quality Assurance Policy</b> | the policy that provides a minimum framework and set of requirements to ensure that the Award Operating Authorities, their licensed Award Centres and the NAO are complying with the requirements under the International Licence and are also implementing key national Policies (including Governance and Program (as set out in the Australian Award Handbook)), as amended from time to time. |
| <b>National OAC</b>   | the Open Award Centre which registers any Participant who cannot be accommodated by the Award Operating Authority.  |
| <b>National Strategic Plan</b>                                  | the national strategic plan of the Award Program available at <a href="http://www.dukeofed.com.au/resources-divisional/resources-division-governance-material">www.dukeofed.com.au/resources-divisional/resources-division-governance-material</a>  |
| <b>ORB</b>  | the online record book owned by the International Award Foundation and licensed to, and used by, the NAO.   |
| <b>Participant Application Form or Process</b>                  | the Participant Application Form (containing the Parental or Guardian Consent Form) or Process in the form prescribed from time to time by the NAO and with such additions, but not deletions, as the Award Operating Authority may determine.  |
| <b>Performance Standards and Objectives</b>                     | the performance standards and objectives of the Award Program as set out in the National Strategic Plan as approved by the board of NAO and   |

| Term                         | Meaning  |
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|                              | amended from time.   |
| <b>Personal Information</b>  | 'personal information' as defined in the <i>Privacy Act 1988</i> (Cth) and any other State or Territory based privacy legislation (as applicable to the Geographic Area). For the avoidance of doubt, this includes Personal Information collected and maintained in the ORB for the Award Program.  |
| <b>Policy or Policies</b>    | at any time, all policies and codes of conduct made available by the NAO and the Award Operating Authority and having effect at that time and includes any policies available at <a href="http://www.dukeofed.com.au/resources/policies">www.dukeofed.com.au/resources/policies</a>  |
| <b>Privacy Policy</b>        | the privacy policy of the NAO as amended from time to time.  |
| <b>Privacy Incident</b>      | any actual, apparent or anticipated: <ul style="list-style-type: none"> <li>a) misuse or loss of, interference with or unauthorised access to, modification of or disclosure of Personal Information;</li> <li>b) breach of clause 9;</li> <li>c) request, complaint or enquiry made by a regulatory authority or program applicant or Participant in relation to the handling of Personal Information by the Operating Authority; or</li> <li>d) requirement of any Law which conflicts with the Operating Authority's obligations under clause 9.</li> </ul> |
| <b>Silver Award</b>          | the Silver Award can be commenced by a Participant at 15 years of age and requires a minimum 6 month commitment (see section 1.7.2 of the Australian Award Handbook for further detail regarding time commitments in relation to the Silver Award)   |
| <b>State Award Committee</b> | the Award Operating Authority where the Award Operating Authority is a State or a body nominated by the Award Operating Authority to operate the Award Program in a particular State, for example, New South Wales.  |



| <b>Term</b>                        | <b>Meaning</b>   |
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| <b>Sub Licence</b>                 | this sub licence agreement set out in Schedule 4 of the Head Licence proposed to be entered into between the Award Operating Authority and the relevant Award Centre.  |
| <b>Supervisor</b>                  | a suitably qualified or experienced Volunteer (including staff or commercial services providers) who supervise practice or qualifying adventurous journeys as part of the Award.   |
| <b>Term</b>                        | the term of this Sub Licence as set out in clause 5.   |
| <b>Territory Award Committee</b>   | the Award Operating Authority where the Award Operating Authority is a Territory or a body nominated by the Award Operating Authority to operate the Award Program in a particular territory, for example, the Northern Territory.   |
| <b>Volunteer</b>                   | for the purposes of the Award, anyone who is or is over the age of 18 and who assists with the Award either in a paid or unpaid capacity including, but not limited to, the Award Leaders, Award Coordinator, Assessors and Supervisors.   |
| <b>Volunteer Code of Conduct</b>   | a code of conduct containing a list of rules and regulations to be signed by all Volunteers involved in the Award including, but not limited to, Award Leaders, Award Coordinator, Assessors and Supervisors.  |
| <b>Use of Name and Logo Policy</b> | the policy that aims to protect the NAO's brands and names in Australia which is available at the website: <a href="http://www.dukeofed.com.au/resource/governance-policy">www.dukeofed.com.au/resource/governance-policy</a> which further aims to standardise and coordinate the national branding activities of the NAO in Australia. |

## **2 Interpretation**

In this Sub Licence, unless the context requires otherwise:

- a) headings are for convenience only and do not affect the interpretation of this Sub 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 Sub Licence and a reference to this Sub 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 Sub 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 Sub Licence or any part of it.

### **3 Grant of non-exclusive licence**

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The Award Operating Authority grants to the Award Centre a non-exclusive licence to deliver the Award Program in the Geographic Area for the Term.

### **4 Relationship of the parties**

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This Sub Licence 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**

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- a) The licence commences on the date of this Sub Licence and continues in force for three (3) years unless:
  - 1. the Head Licence expires or terminates; or
  - 2. this Sub Licence is terminated earlier in accordance with clause 11.

- b) The Award Operating Authority must promptly notify the Award Centre of the expiry or earlier termination of the Head Licence.
- c) This Sub Licence includes any schedule or attachment.

## 6 Obligations of the Award Centre

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- a) The Award Centre must:
  - 1. ensure that it holds Insurance Cover that meets the requirements of the NAO as documented and provided to each Award Centre annually;
  - 2. appoint a person (**Award Coordinator** or **Award Leader**) to be the main source of information, guidance and support for the Participants. The Award Centre may appoint more than one Award Leader and determine the ratio of Participants per Award Leader;
  - 3. provide the Award Operating Authority with the names and qualifications of each appointed Award Leader;
  - 4. inform the Award Operating Authority of any change of Award Leader;
  - 5. provide support to Award Leaders as reasonably requested by the Award Leader or considered necessary by the Award Operating Authority;
  - 6. consistently deliver the Award in line with the objectives and requirements of the Award as prescribed in the Australian Award Handbook;
  - 7. undergo the minimum award training for its Award Coordinator and Award Leaders as determined by the NAO in the Head Licence;
  - 8. ensure that the Participant (or parent/guardian if applicable) is provided with appropriate risk warnings and voluntarily assumes liability and responsibility for all risks arising from the Participant's participation in any activities as part of the Award Program; and
  - 9. delivers the Award in accordance with the Award Handbook and the Policies.
  
- b) The Award Centre agrees to and agrees to use reasonable endeavours to procure that the Award Leader(s):
  - 10. complies with the Award Program requirements and Fundamental Principles as set out in Schedule 1 of the Head Licence;
  - 11. 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 Centre delivers the Award Program and with all of the Award Centre's obligations under this Sub Licence;
  - 12. complies and ensures that all Assessors, Supervisors and Volunteers (as applicable) comply with all Policies, Local Policies and the Participant Application Process (as applicable);

13. ensures that all of the Award Centre's Policies comply with all relevant Laws in the state or territory in which the Award Centre delivers the Award Program and are not inconsistent with the Licence Documentation, Participant Application Process and Policies. Where an Award Centre's Policy is inconsistent with a NAO or Award Operating Authority Policy, the NAO or Award Operating Authority Policy prevails to the extent of the inconsistency;
14. ensures the Award Leaders confirm Assessors, Supervisors 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;
15. ensure that any person who acts as an Assessor, Supervisor or Volunteer in relation to the Award Program accepts in writing, or electronically, the Volunteer Code of Conduct;
16. ensures that only persons who complete the relevant Participant Application Process and pay the local registration fee participate in the Award Program;
17. use every endeavour to maximise access to the Award by a diverse group of youth;
18. promptly remits the local registration fee to the Award Operating Authority. The Award Centre acknowledges that any amounts received from Participants are held by the Award Centre for the Award Operating Authority and that the Award Centre and the Award Leaders do not have any interest in those amounts;
19. 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;
20. reports all incidents (as determined by the Incidents Policy available at the website: <http://www.dukeofed.com.au/resource/national-incident-report-form> (or any such website advised to the Award Operating Authority by the NAO in writing from time to time) to the Award Operating Authority as soon as possible after becoming aware of those incidents by using the form available at [www.dukeofed.com.au/resource/national-incident-report-form](http://www.dukeofed.com.au/resource/national-incident-report-form) (or such other form as is notified to the Award Centre from time to time);
21. takes reasonable steps to ensure that any Assessor, Supervisor or Volunteer who is an employee of the Award Centre is suitable and competent and possesses the skills and training relevant to their role in respect of the delivery of the Award Program;
22. takes reasonable steps to ensure that any Assessor, Supervisor or Volunteer approved and appointed by the Award Centre is suitable and competent and possesses the skills, training and applicable qualification relevant to their role and subject matter that they are assessing, supervising or instructing in respect of the delivery of a Section of the Award Program;
23. provides to the Award Operating Authority such information requested by it for the purpose of determining whether the Award Centre has fulfilled its obligations under this Sub Licence;

24. complies with the Award Centre's obligations under all Licence Documentation to which it is a party;
25. provides Participants with details of any changes to the insurance cover provided by the NAO and of which the Award Leader has been notified in writing;
26. undertakes basic administration of the Award Program including promotion activities, support meetings, planning, payment of fees and keeping accurate records;
27. ensures the payment of a local licence fee to the Award Operating Authority if required by the Award Operating Authority;
28. ensures that police checks and referee/background checks are performed on Assessors, Supervisors and Volunteers where required by Child Protection Legislation;
29. complies with the Performance Standards and Objectives including (but not limited to) by:
  - a) facilitating the continuity and growth of the Award's operation, including by implementing award systems
  - b) mitigating key person dependency by implementing adequate systems and training programs; and
  - c) facilitating diversity among youth represented within their organisation including diversity in race, ethnicity, religion, gender and socioeconomic status, including through hiring and marketing activities;
30. examines the insurance cover provided by the NAO and the Award Centre and agrees only to approve activities not covered by the insurance cover provided by the NAO and the Award Centre if Participants (and or parent/guardian if under 18 years) take out separate insurance for those activities that are not covered the NAO's or the Award Centre's insurance and provide evidence of insurance cover to the Award Centre; and
31. 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**

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The Award Operating Authority agrees to:

- a) provide the Award Centre 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. access, electronically or via its website [www.dukeofed.com.au/Handbook](http://www.dukeofed.com.au/Handbook) to a copy of the Australian Award Handbook;
  5. access, electronically or via its website [www.dukeofed.com.au/resources/policies](http://www.dukeofed.com.au/resources/policies) to copies of all Policies and Local Policies with which the Award Centre must comply;
  6. copies of the Participant Application Process/Form;
  7. access to information regarding the NAO's insurance, available at [www.dukeofed.com.au/resources/insurance](http://www.dukeofed.com.au/resources/insurance);
- 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**

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### **8.1 Grant of licence**

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

### **8.2 Purpose, manner and form of use**

The Award Centre agrees that:

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

### **8.3 Quality standards**

The Award Centre must:

- a) use best endeavours to ensure that the quality of the services and materials in relation to which the Award Intellectual Property is used complies with the NAO's standards as notified from time to time;
- b) submit for approval samples of any documents and materials on which the Award 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 Award Intellectual Property from time to time; and
- d) comply with any style guides mandated by the NAO in respect of the Award Centre's use of the Award Intellectual Property.

#### **8.4 Ownership**

- a) The Award Centre acknowledges and agrees that the NAO owns (either solely or jointly), or is the licensee of, all right, title and interest, including Intellectual Property Rights, in:
- b) Australian Trade Mark Registration Number 798999 and the trade mark comprised in such registration;
- c) Australian Trade Mark Registration Number 1627659 and the trade mark comprised in such registration;
- d) the NAO's Award Program; and
- e) the ORB.

#### **8.5 Creation of new Intellectual Property**

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

## **8.6 Preservation of NAO's rights**

- a) The Award Centre acknowledges and agrees that:
- b) the NAO has the exclusive interest in the Award Intellectual Property and the Award Centre must not in any way represent that it is the owner of, or has any interest in, the Award Intellectual Property (other than the rights granted under this Sub Licence);
- c) all goodwill connected with the Award Centre's use of the Award Intellectual Property accrues to the NAO's benefit exclusively;
- d) it must not apply to register the Award Intellectual Property or any similar intellectual property which incorporates or includes the Award Intellectual Property; and
- e) it must not challenge, question or in any way impair any interest which the NAO has in the Award Intellectual Property, the validity of any registrations of the Award Intellectual Property or any application by the NAO to register the Award Intellectual Property.

## **8.7 Confidential information**

- a) The Award Centre 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 Sub Licence.
- b) The Award Centre 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 Centre becomes aware of any infringement or threatened infringement of any of the Award Intellectual Property, the Award Centre must immediately notify the Award Operating Authority in writing providing the Award Operating Authority with all the information of which the Award Centre is aware in relation to the claim or conduct. The Award Centre 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**

- a) The Award Centre agrees that, except as expressly permitted by this Sub Licence, the Award Centre must not exercise any other rights in relation to the Award Intellectual Property including any rights provided to a licensee or authorised user under section 26(1) of the *Trade Marks Act 1995* (Cth).
- b) The Award Centre must not infringe on any copyright rights or other Intellectual Property Rights held by the Award Operating Authority without the Award Operating Authority's prior written consent.

## **8.10 Termination of the Award Intellectual Property licence**

- a) The rights granted to the Award Centre under this clause 8 immediately terminate upon expiry or termination of this Sub Licence.



- b) Upon termination or expiry of this Sub Licence, the Award Centre must immediately cease all use of the Award Intellectual Property and return or destroy (at the Award Operating Authority's election) all Award Intellectual Property in its possession or control.

## 9 Privacy

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- a) The Award Centre 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. any State or Territory based privacy legislation (as applicable to the Geographic Area);
  3. the *Privacy Act 1988* (Cth) (the "**Privacy Act**"), including the Australian Privacy Principles, regardless of whether the Award Centre is an exempt entity under the Privacy Act or is otherwise not obliged to comply with that Act;
  4. the Guidelines to the Australian Privacy Principles published by the Office of the Information Commissioner; and
  5. any standards, guidelines or instructions binding on the Award Centre under any other relevant privacy legislation,(collectively, "**Privacy Requirements**").
- b) Notwithstanding any permitted handling of Confidential Information, the Award Centre 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 Sub Licence;
    - 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 (except where such Personal Information is provided to or stored in a form of information technology which is outside Australia such as an information technology 'cloud' system) 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 Centre 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 Centre of clause 9(b)(3);
  5. before collecting Personal Information about a program applicant or Participant or a third party, the Award Centre must obtain directions from the Award Operating Authority (provided that such directions are not contrary to the Award Operating Authority's statutory obligations) as to any notifications, consents or other requirements the Award Operating Authority may have;

6. on termination or expiry of this Sub Licence 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 Centre'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 Operating Authority's compliance with all or any part of this clause 9; 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 9 to the same extent as the Award Centre (except that the third party may not further disclose Personal Information without the Award Operating Authority's agreement).
- d) The Award Centre acknowledges that individuals may have the right to request access to their Personal Information held by the Award Centre.
- e) The obligations in this clause 9 survive the expiry or termination of this Sub Licence.

## **10 Criminal Conviction**

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Subject to any relevant Law, during the Term of this Sub Licence, the Award Centre 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 Centre or any Assessors, Supervisors or Volunteers involved, whether directly or indirectly, in the management or delivery of the Award Program.

## **11 Termination**

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- a) Either party may terminate this Sub Licence 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 Sub Licence immediately upon service of a notice to the Award Centre if the Award Centre breaches a material obligation under this Sub Licence.
- c) The Award Centre may terminate this Sub Licence with immediate effect upon the service of a notice to the Award Operating Authority if the Award Operating Authority breaches a material obligation under this Sub Licence.

- d) The Award Operating Authority may terminate this Sub Licence with immediate effect upon the service of a notice to the Award Centre if the Award Centre breaches the Performance Standards and Objectives.
- e) This Sub Licence automatically terminates upon termination or expiry of the Head Licence.
- f) Upon termination of this Sub Licence, the Award Centre must:
  - 1. notify each Assessor, Supervisor and Volunteer and each Participant within 5 days of the date of termination that this Sub Licence has been terminated;
  - 2. ensure Participants cease participation in the Award Program through the Award Centre; and
  - 3. assist to transition the Participants to another Award Centre.
- g) Without limiting the continued operation of any clause which as a matter of construction is intended to survive the termination or expiry of this Sub Licence, clauses 8.1, 8.4, 8.5, 8.10(b), 9, 11(f), 12, 13, 15, 16 and 17 survive termination of this Sub Licence.
- h) Each indemnity contained in this Sub Licence survives the termination or expiry of this Sub Licence.

## **12 Liability**

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- a) 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 this Sub Licence arising from or as a result of this Sub Licence 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 Sub Licence by the First Party.
- b) The First Party's maximum liability to the Second Party shall be limited to the First Party's Insurance Cover.

## **13 Assignment**

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

## **144 Variation**

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

## **15 Governing law and jurisdiction**

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- a) This Sub Licence 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.

## **16 Prohibition and enforcement**

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- a) Any provision of, or the application of any provision of this Sub Licence 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 Sub Licence 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 Sub Licence is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this Sub Licence.

## **17 Entire agreement**

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

## **18 Counterparts**

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- a) This Sub Licence may be executed in any number of counterparts.
- b) All counterparts, taken together, constitute one instrument.
- c) A party may execute this Sub Licence by signing any counterpart.

## 19 Notice details

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**The Duke of Edinburgh's International Award – Australia (WA)**

Award Centre name:

Contact Person:  
Teagan Brown

Contact Name:

Address:  
Suite 58/102 Railway Parade, West Perth WA 6005

Address:

Telephone:  
(08) 9321 4179

Telephone:

Email:  
[Teagan@awardswa.org.au](mailto:Teagan@awardswa.org.au)

Email:

## 20 Executed as an agreement

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Signed for and on behalf of **The Duke of Edinburgh's International Award – Australia (WA)** by its authorised representative

*sign here* ►

\_\_\_\_\_  
Representative

*print name*

Katie Brown - CEO

in the presence of

*sign here* ►

\_\_\_\_\_  
Witness

*print name*

Teagan Brown – Programs Manager

Signed for and on behalf of

Award Centre

by its authorised representative

*sign here* ►

\_\_\_\_\_  
Representative – **Principal/ CEO**

*print name*

\_\_\_\_\_

in the presence of

*sign here* ►

\_\_\_\_\_  
Witness

*print name*

\_\_\_\_\_

*date*

\_\_\_\_\_