

LICENCE AGREEMENT
TERMS & CONDITIONS OF
USE OF SKYNET's QUALITY and COMPLIANCE MANAGEMENT
SYSTEM CDs & CONTENTS:

Important: Purchasers of our materials will receive a copy of this licence agreement for them to complete. Materials will not be dispatched until Skynet has received payment and returned a signed and completed copy of this Licence Agreement.

This licence is not for use by Consultants or Brokers or Aggregators or Public Providers.

If you are one of the above and you have inadvertently purchased our Materials you have breached the Terms and Conditions of this Licence Agreement. To avoid possible legal action, contact Ray Earl for more details about the Licence Agreement and Fee for continued use of our resources.

(Please refer to **Disclaimer only** if your order is related to enrolment in one of our seminars or workshops or is for a consultation)

End User Licence

This agreement is made on _____ day of _____ 20____
Parties to the agreement:

Skynet Corporation Pty Ltd (Licensor) ABN: 15 255 418 526
Address: PO Box 388, Avondale Heights Victoria 3034
Authorised Officer: Mr Raymond Earl

And

(Licensee) ABN: _____
T/As: _____
Website: _____ TOID: _____
Address: _____
Postal Address: _____
Authorised Officers: _____ CEO: _____

RECITALS:

- A. The Licensor is the owner of the Licensed Compliance Materials and has the right to license others to use the Compliance Materials.
- B. The Licensee wishes to use the Licensors Licensed Compliance Materials for the purpose of supporting its compliance requirements.
- C. The Licensor has agreed to license the Licensee to use the Licensed Compliance Materials as contemplated in recital A and in doing so to license the Licensee to exercise the Rights as specified in this Agreement.
- D. The Licensor and the Licensee wish to record the licence agreement which has been granted to the licensee to use the Licensed Compliance Materials in accordance with this agreement.

THE PARTIES AGREE:

1 DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, unless the context indicates otherwise:

Claim means where the licensee has breached this Licence Agreement and may include a claim for damages, suit, loss of earnings, cost liability, legal action, cost of proceedings, right of action, chose in action, claim for compensation or reimbursement to be made against the licensee however arising and whether ascertained or unascertained, or immediate, future or contingent.

Commencement of agreement date means the date specified on page one of this Licence Agreement and Item 5 of the Schedule.

Intellectual Property Rights means all rights in copyright, designs, and other rights in intellectual property as defined in Article 2 ‘definitions’ of the World Intellectual Property Organisation (WIPO) Convention whether registered, or not.

Intellectual Property means the property owned by the licensor specified in Item 2 of the Schedule.

Licence Agreement means this Licence Agreement and all Schedules and Exhibits hereto, as the same may from time to time be amended.

Licensed Compliance Materials means the products or the services specified in Item 2 of the Schedule in or upon which or in connection with which the Licensed Compliance Materials may be used and any additional Compliance Materials as the Licensee and the Licensor from time to time agree in writing should be subject to this Agreement.

Licensee means the licensee described as such within the schedule.

Licensor means Skynet Corporation Pty Ltd, who are the owner of the Licensed Compliance Materials.

Permitted Use means the purpose set out in item 1 of the Schedule.

RTO means Registered Training Organisation.

Schedule means the Schedule to this Agreement.

Tax Invoice means an invoice that is GST compliant.

1.2 Interpretation

- (a) Words importing the singular shall include the plural and vice versa.
- (b) Words importing any gender shall include each other gender.
- (c) Words referring to persons shall include their heirs, executors, administrators and assigns.
- (d) Words referring to any body corporate shall include its transferees, successors and assigns.
- (e) Clause headings shall not affect the interpretation or construction of this Agreement.

- (f) Any terms used herein which are defined in the Trade Marks Act 1995, the Designs Act 1986 or the Copyright Act 1968 shall bear the meaning ascribed to such terms in those Acts unless the context is inconsistent therewith.

2 LICENCE

2.1 Subject to the terms of this Agreement, the Licensor hereby grants to the Licensee the non-exclusive, non-transferable, non-revocable right and licence to use and make use of the Licensed Compliance Materials on or from the date of this Licence Agreement for the purpose of supporting its compliance requirements within its RTO or to support it to gain and maintain Registration as a RTO.

2.2 The Licence is for the use of the Licensed Compliance Materials strictly and solely in connection with the terms and conditions of this agreement.

2.3 The Licensee hereby covenants and agrees not to use the Licensed Compliance Materials for any other purpose or in connection with any goods or services other than the terms and conditions of this agreement.

2.4 The Licensee may not assign the Licence without approval from the Licensor.

2.5 The Licensee may not sub-licence the Licence.

2.6 The Licensee shall not distribute, offer for sale, sell or otherwise dispose of the Licensed Compliance Materials.

2.7 The Licensee agrees immediately upon the request of the Licensor to cease supplying Licensed Compliance Materials to any person who shall cause the Licensee to be in breach of this clause.

2.8 The Licensee acknowledges that:

2.8.1 the Licensor may make such changes to its structure or organisation as the Licensor thinks fit; and

2.8.2 the Licensor may make such changes to the Licensed Compliance Materials as the Licensor thinks fit; and

2.8.3 the Licensor may introduce an updated version of the Licensed Compliance Materials at an additional cost to licensed RTOs, the Licensee is not under an obligation to purchase the updated Licensed Compliance Materials;

2.8.4 if the Licensee takes the update subscription option – there is a separate additional annual cost and Licensees will receive updates at no additional cost-this only includes amendments to the current Standards. And not where the Government has created a new set of legislative instruments; and

2.8.5 the Licensor may introduce an updated version of the Licensed Compliance Materials at a full cost to non-licensed clients.

2.9 The Licensee shall consult with the Licensor before placing any of the Licensed Compliance Materials into the public domain, exclusions are: Complaints and Appeals Policy, Code of Practice, Enrolment form.

2.10 Notwithstanding anything contained in this Agreement, the Licensee shall be wholly responsible for determining and controlling its own systems to ensure that this Licence Agreement is not breached.

- 2.11 This Licence Agreement does not apply to Consultants or Brokers or Aggregators:
2.11.1 There is a separate Licence Agreement and different fee for those listed in 2.11.
- 2.12 This Licence Agreement does not apply to Public Providers:
2.12.1 There is a separate Licence Agreement and different fee for those listed in 2.12.

3 TERM OF LICENCE

- 3.1 The parties acknowledge that the Licence is perpetual as set out in Clause 2.1.

4 LICENCE FEE

- 4.1 The Licensee will pay the Licensor the one payment fee as set out in Item 3(a) of the Schedule.
- 4.2 If the Licensee selects the yearly update subscription option, the annual fee is in addition to 3(a) and if selected is payable at same time as the licence fee listed in 3(a) of the Schedule.
4.2.1 The Licensee will receive a statement requesting payment on the yearly anniversary of the signing of this agreement for the fee listed in Item 3(b) of the Schedule. For subscription to continue, the Licensee must pay account within 2 weeks of anniversary date.
- 4.3 The Licensee will receive a Tax Invoice.

5 PROTECTION OF RIGHTS

- 5.1 The Licensed Compliance Materials are licensed, not sold to the Licensee.
- 5.2 The Licensee agrees to notify the Licensor immediately of any improper or wrongful use of the Licensed Compliance Materials or any infringement or threatened infringement of the Licensed Compliance Materials that comes to the notice of the Licensee.
- 5.3 All rights in and to the Licensed Compliance Materials are retained by the Licensor for its own use, except for the specific rights therein which are granted to the Licensee under this Agreement. The Licensor reserves the right to use and to license other parties to use the Licensed Compliance Materials for any purpose which the Licensor may determine.
- 5.4 The Licensed Compliance Materials may not be distributed to any third party save as required by law.
- 5.5 The Licensed Compliance Materials may be supplied to the National VET Regulator only in a safe non – editable format (PDF or similar). The Licensee must advise the Licensor of the documents that have been supplied to the National VET Regulator.
- 5.6 The content of the CD which includes the Licensed Compliance Materials is owned by the Licensor and protected by copyright and intellectual property law.
- 5.7 The content of the CD which includes the Licensed Compliance Materials must not be sublicensed, published, rented, sold, displayed, reproduced, distributed, or re-engineered in any way, or in any way exploited for commercial use and profit apart from use within the Licensees Registered Training Organisation.
- 5.8 The Licensee is granted a non-exclusive and non-transferable licence to use the Licensed Compliance Materials within the RTO that signed this agreement.

5.9 The Licensee is not permitted to use the Licensed Compliance Materials for more than one RTO and/or business entity.

5.10 Failure to purchase separate licence(s) for each additional RTO and/or entity shall constitute a breach of this agreement.

5.11 The terms and conditions of this Licence Agreement continue forward in the case that the RTO or business entity is sold:

5.11.1 It is a condition of this Licence Agreement that the licensee submits a change of ownership notification prior to ten days of transfer of ownership. Once the transfer has been submitted and accepted by the Licensor, the Licence Agreement will be transferred to the new entity;

5.11.2 The new entity (purchaser of licensee's business) must also abide by the terms and conditions of this Licence Agreement.

6 CONFIDENTIAL INFORMATION

6.1 The Licensee acknowledges that the Licensed Compliance Materials contain Confidential Information belonging to the Licensor.

6.2 The Licensee agrees to disclose Licensed Compliance Materials only to its employees and contracted staff who need to access the Licensed Compliance Materials to exercise its rights and obligations under the Licence Agreement.

6.3 The Licensee undertakes to obtain signed deeds of confidentiality and or non-disclosure from any external contractor who needs access to the Licensed Compliance Materials.

7 INDEMNITY

7.1 The Licensee agrees to be solely responsible for and to defend and indemnify the Licensor and its respective officers, agents and employees and to hold each of them harmless from all costs, expenses, claims, demands, suits, proceedings, causes of action or damages (but excluding consequential or indirect loss) including reasonable legal fees arising out of the use of the Licensed Compliance Materials by the Licensee.

7.2 The Licensee indemnifies and holds harmless the Licensor and promises to keep the Licensor indemnified against any loss, claim, action, settlement, award, judgment, expense or damage of whatsoever kind or nature and howsoever arising that the Licensor might suffer as a result of any inaccuracy of the Licensed Compliance Materials including any unauthorised use of the Licensed Compliance Materials by the Licensee.

8 DISCLAIMER

8.1 While all care has been taken in the development of the Licensed Compliance Materials, it is a generic resource and each Licensee must conduct a review of any of the Licensed Compliance Materials it intends to use for its training and assessment and quality and compliance management system to confirm its quality and fitness for purpose within the Licensee's particular operating context.

- 8.2 The Licensed Compliance Materials has no legal status or legal effect whatsoever.
- 8.3 The Licensed Compliance Materials provide general guidance. It is not meant to be exhaustive in its coverage of rights or obligations arising under the applicable Standards.
- 8.4 The Licensee is encouraged to obtain professional advice in respect of any applicable legislation and to exercise their own skill and care in relation to the material contained in the Licensed Compliance Materials.
- 8.5 The Licensor disclaims any and all liability or responsibility for any loss or damages arising out of any use of, or reliance on, the Licensed Compliance Materials.
- 8.6 The Licensor and its associated entities, officers, servants, authors and/or agents do not guarantee any results and/or success from the information provided in their seminars/workshops/consultations/or Licensed Compliance Materials and do not guarantee that their systems, policies, processes and forms will pass regulators audits or registration.
- 8.7 While all attempts have been made to ensure the information provided is accurate and current, the Licensor does not accept any liability for any direct, incidental, indirect, special or consequential loss or damage howsoever caused (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of, or inability to make use of information provided.
- 8.8 The Licensor is released and indemnified in respect of any claims arising from the use of their Licensed Compliance Materials.
- 8.9 The Licensor does not endorse the substantive content contained in the links to other publications that may have been inserted in the Licensed Compliance Materials.

9 TERMINATION – BREACH OF THIS LICENCE AGREEMENT

9.1 Without prejudice to any other rights at law or in equity, the Licensor shall have the right to terminate this Licence Agreement at any time upon seven days' notice given to the Licensee where the Licensee has breached any of the terms and conditions set out in this Licence Agreement:

9.1.1 On termination the parties agree that all rights granted to the Licensee under this Agreement will cease and the Licensee will provide notice to the Licensor stating that the Licensed Compliance Materials have been destroyed or otherwise removed from the Licensees computer systems and/or dealt with as directed by the Licensor.

9.2 The termination of the Licence Agreement will not preclude the Licensor from taking further action.

10 NO ASSIGNMENT

10.1 This Licence Agreement shall be personal to the Licensee and the Licensee shall not assign or grant any sub-licence, mortgage or lease or otherwise deal with or transfer any of its right, title or interest hereunder without the prior written consent of the Licensor. Any purported assignment or grant of sub-licence or mortgage or dealing or transfer of any such right, title and interest in contravention of this clause shall be void and of no effect. Refer to Clauses 5.11.1-2 for change of ownership notification.

11 NO AGENCY PARTNERSHIP OR JOINT VENTURE

11.1 Nothing in this Agreement shall be construed to place the parties in a relationship of principal and agent partners or joint venturers and neither party shall have the power to pledge the credit of the other party or bind the other party in any manner whatsoever or to take any action or to do any act or thing in the name of the other party.

12 NO WAIVER

12.1 No waiver by either party of any default in the strict and literal performance of or compliance with any of the provisions, conditions or requirements herein on the part of the other party to be observed and performed shall be deemed to be a waiver of strict and literal performance of and compliance with any other provision, condition or requirement herein nor to be a waiver of or in any manner release the other party from strict compliance with any provision, condition or requirement in the future nor shall any delay or omission of a party to exercise any rights hereunder in any manner impair the exercise of any such rights accruing to it thereafter.

13 ENTIRE AGREEMENT

13.1 This Agreement constitutes the entire agreement and understanding between the parties.

13.2 The parties acknowledge and declare that in entering into this Agreement they have not relied on any promise, representation, warranty or undertaking given or purported to have been given by or on behalf of the other party and that there are no representations, promises, agreements, warranties, covenants and undertakings other than those expressly contained in this Agreement.

13.3 None of the provisions of this Agreement shall be amended, modified or supplemented except by a written instrument executed by the parties.

13.4 No oral representation, promise, warranty or undertaking relating to the renewal of this Agreement or the conditions of any renewal shall be of any force or effect unless in writing and signed by both parties.

14 MERGER

14.1 The rights and obligations of the parties expressed to continue beyond the expiration or termination of the Agreement shall continue in full force and effect and shall not merge upon completion.

15 DISPUTE RESOLUTION

15.1 In the event of a dispute arising between the parties in respect to any of the terms and conditions, rights and obligation under this Licence Agreement, each party covenants with the other in good faith to take all steps necessary to resolve the dispute.

16 GOVERNING LAW

16.1 This Agreement shall be governed by and construed in accordance with the laws of the State of Victoria and the parties hereto agree to submit to the jurisdiction of the Courts of Victoria.

17 GST

17.1 Act means the A New Tax System (Goods and Services Tax) Act 1999 as amended.

17.2 GST has the meaning given in s 195.1 of the Act.

SCHEDULE

ITEM 1:

Licensed Compliance Materials and Permitted Use:

The Licensee will use the Licensed Compliance Materials to support its compliance requirements within its RTO or to support it to gain and maintain Registration as a RTO.

ITEM 2:

Intellectual Property – the Licensed Compliance Materials

Standards for RTOs 2015

Primary File: Skynet Quality & Compliance Management System

Policies and Procedures	Forms and Templates	Forms and Templates
Backup Policy	Audit Schedule	Pre Training Assessment
CEO Notification Policy	Audit Schedule Planned Memo	Professional Development Log
Code of Practice	Authority to Release Information	Principles of Assessment
Collection & Analysis Feedback Policy	Authority to Use Information	Program Resources Checklist
Complaints, Concerns & Appeals Policy	Backup Schedule	Progression Survey 6 months
Compliance Legislation Policy	Business Plan	Qualification on Scope Register
Continuous Improvement Policy	Client Feedback Survey	Qualification Register
Employee Recruitment Procedure	Contractors Agreement Register	Quality Assurance Moderation
Fees, Charges & Refund Policy	Corrective Action Record	Risk Management Assessment Plan (excel)
Internal Audit Policy	Corrective Action Register	Risk Management Audit Report
Marketing Policy	Declaration of Confidentiality	RPL Application
National Recognition Policy	Declaration of Fit & Proper Person	RPL Assessment Register
Plagiarism & Cheating Policy	Document Disposal Register	Rules of Assessment
Privacy Policy	Ethical Marketing Permission Register	Safety Awareness for Students
Qualifications Issuance Policy	Evidence Quality Check	Staff Feedback Survey
Risk Management Policy	Feedback Summary	Staff Records Access
RPL Policy	File Notes	Staff Leave Request
Staff Development Policy	Financials (excel)	Staff Training Development Application
Student Records Management Policy	Fit and Proper Person Register	Statement Attainment Register
Training & Assessment Policy	Goals & Priorities (PowerPoint)	Statutory Declaration on Compliance
Transition Arrangement Policy	Induction Checklist New Staff	Statement of Understanding
Validation & Moderation Policy	Initial Consultation with Industry	Strategic Plan
Version Control Policy	Legislation Update Register	Student Enrolment Form

	Management Review Report	Student Feedback Survey
	Marketing Authorisation	Student Records Access
	Marketing Materials Checklist	Trainer Skills Matrix
	Mini Audit Schedule	Trainer Supervision
	Monitoring Checklist	Trainer Register
	National Recognition Application	Training and Assessment Strategy Review
	National Recognition Register	Training and Assessment Strategy
	Notice of Complaint Concern	Validation Assessment Evidence C/Sheet
	Notification of Change Letter	Validation Assessment Tool
	Performance Development Workplan	Validation & Moderation Plan
	Planning Review Schedule	Version Control Register
	Pre Training Audit	

ITEM 3:

Fees:

3(a) Licence Fee	\$1700 + GST = \$1870
3(b) Annual Subscription Fee	\$380 + GST = \$418

ITEM 4:

Licensee

Licensees Legal Entity: ACN:

Contact Person and Position:

Address:

Contact phone: Email:

Licensor

Licensors Legal Entity: Skynet Corporation Pty Ltd ABN: 15 255 418 526

Contact Person and Position: Ray Earl Director

Address: PO Box 388, Avondale Heights Victoria 3034

Contact phone: 03 9337 7898 Email: ray@skyneteducation.com.au

