

POSITIVE LIVING SKILLS PRIMARY SCHOOL WELLBEING PROGRAM LICENCE

Term of licence: Lifetime of Licensee

1. GRANT OF LICENCE

1.1 The Licensee (The School) recognises that PLS has developed and is the owner of the intellectual property of the Programs and associated materials and PLS has the right to Licence the Program and associated materials. The Licensee wishes to use the Programs and associated materials for the permitted purpose.

1.2 The Licensor has agreed to licence the Programs and associated materials and the Licensee accepts the Licence on the terms and conditions as stated. The Licensor (PLS) grants to the Licensee a non-exclusive, non-transferable, non-sublicensable licence to use the Program and associated materials, for the purpose of use by Teachers and Educators to Implement the Programs to any student registered at the School from the date of this Agreement for the Term of the Licence until the end of the term or until termination of this Agreement.

1.3 The Licensee may incorporate the Program Learning Experiences into other Lesson Plan Ideas for the purpose of the Social and Emotional Learning Outcomes of students as long as the meaning of the message contained in the learning experience remains and the PLS Program philosophies are maintained.

2. IDENTITY OF LICENSEE AND TERM OF LICENCE

2.1 The Licensee acknowledges that they are fully aware that the Licence is limited to the specified location identified in this Licence.

2.2 The term of the licence will end in the event the other party becomes subject to external administration or being a natural person becomes bankrupt or dies and or the Licensee (if a partnership) dissolved or enters a process of dissolution or (if a corporation – a change in the control of the board of directors, or a change in more than half the voting rights attached to shares in the corporation or a change of control of more than half the issued shares to which voting rights are attached or a change in the directors) and or the Licensee ceases or notifies of its intention to cease trading as a business.

3. INTELLECTUAL PROPERTY

3.1 The Licensee and PLS both agree and acknowledge that PLS is the sole owner of the intellectual property rights of the Program and associated materials.

3.2 Intellectual property means all rights in copyright, patents, trademarks, trade secrets, knowhow, design and all other rights in intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation Convention whether unregistered, registrable, registered, patentable or not.

3.3 The Licensee must not during or after the expiry or termination of this Agreement in any way question or dispute PLS's ownership of the intellectual property rights to the Program and or associated materials.

3.4 By the use of the Program and the associated material, the Licensee does not acquire title, copyright or any of the intellectual property rights of the Program and or associated materials.

3.5 The Licensee must not alter, remove or obscure any trademark or copyright symbol or legend or other proprietary mark on the Program and or associated materials.

3. PERMITTED USE

3.1 The Licensee and the Employees of the Licensee are permitted to use within the School the Program and associated materials and are only permitted to share the information gathered from the Program and the materials within the School located at the physical address shown in this Agreement. No Licensee, no employee, no contractor, no agent, or any other representative of the School will share details of the Program and or the associated materials and corresponding resources with any person outside the School.

3.2 Parent Carer Newsletters and specific handouts and resources used within the Program that are designed to be shared by children or educators with children's families may be shared although no lesson sheets will be shared with any person, employee, contractor, agent or any other representative outside of the direct employees employed within the School.

3.3 The Licensee may not copy the content for external use, transfer or sublicense the Program and or associated material to any third party, in whole or in part, in any form, whether modified or unmodified.

3.4 The Licensee must implement precautions to prevent the unauthorised disclosure, copying and or distribution of the Program and or associated materials by any persons, employees, contractors and or agents or any other representative of the centre and in the event that the Licensee breaches their obligations, they must immediately notify PLS of the breach and PLS reserves its rights to immediately terminate this Agreement and sue for damage or damages.

4. LIMITATION OF LIABILITY

4.1 To the fullest extent permitted by law, PLS expressly disclaims all implied warranties and conditions including without limitation implied warranties as to merchantability and fitness for the purpose of the Program and or associated materials.

4.2 To the extent that any liability of PLS under the *Competition and Consumer Act* 2010 (Cth) cannot be excluded, PLS's liability is limited to replacing the Program and or associated materials.

4.3 To the fullest extent permitted by law, PLS excludes all liability for indirect or consequential loss including loss of revenue, loss of profits, failure to realise expected profits or savings and any other commercial or economic loss of any kind arising from this Agreement.

5. INDEMNITY

5.1 Both parties understand that the content of the Program and the associated material is based on the concepts of Social and Emotional learning, and that the Program content introduces evidence informed, universal and practical tools and strategies aimed to assist and maintain a positive wellbeing.

5.2 Both parties acknowledge and agree that by signing this Licence Agreement the School and all its representatives indemnify and holds harmless PLS and its directors and promise to keep PLS and its directors indemnified at all times, against any loss, claim, action, settlement, award, judgment, expense or damage of whatsoever kind or nature and howsoever arising that PLS might suffer as a result of the use of the Program and or its associated material, and or any activities related to the Program and or its associated materials, any inaccuracy of the Program and or associated materials including any unauthorised use of the Program and or associated materials, including but not limited to any claim by an adult or any child who experiences any social, emotional or mental challenge during the course of any learning experience or activity related to the Program and or its associated material.

5.3 The School acknowledges and accepts that it is the sole responsibility of the School to ensure that any person who interacts with or provides support to any child or adult on behalf of the School is adequately trained to do so.

6. TERMINATION

6.1 Either party may terminate this Agreement immediately by providing the other party with written Notice if:-

6.1.1 the other party breaches a term of this Agreement and fails to remedy such breach within 30 days of being notified of the such breach;

6.1.2 the other party becomes subject to external administration or being a natural person becomes bankrupt or dies;

6.1.3 the Licensee (if a partnership) dissolved or enters a process of dissolution or (if a corporation - undergoes a change in the control of the board of directors, or a change in more than half the voting rights attached to shares in the corporation or a change of control of more than half the issued shares to which voting rights are attached or a change in the directors); or

6.1.4 the Licensee ceases or notifies of its intention to cease trading as a business.

6.2 If notice is given under clause 6.2, the Licensee will immediately cease operating the Program and associated materials and if requested by PLS will promptly return the Program and associated materials to PLS, as directed by PLS.

6.3 Either party may serve 30 days notice of termination on the other party without in any way affecting the rights accrued under this Agreement.

6.4 Following termination, the parties agree that the provisions of clause 6 herein remain.