

# Licensing/Supplier Agreement – Terms and Conditions

## for all Aspire Learning Resources products

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### 1. Definitions

**Licensor** means Aspire Training & Consulting Ltd (ACN 054 306 428) trading as Aspire Learning Resources and referred to as Aspire in this agreement.

**Licensee** or **you** means the person or entity applying for this licence and to which this licence is granted, solely in respect of the Licensee's RTO.

**Product** means any of the Aspire's products: *Ready for Work* (includes 20 titles), *Working with Numbers* (includes 10 titles), *Personal Finance Skills* (includes 3 titles), Trainer's and assessor's guide with Assessment resources, Trainer's and assessor's resources, and learner guides supplied in either digital or physical format.

**Support resources fee** means the applicable fee set out in clause 4 below.

**Pre-Employment Skills Licence Fee** means the applicable licensing fee as set out in clauses 2 below.

**Licence Term** means the period of time granted by Aspire for the use of the applicable Licensed Product as set out in clause 2 below.

**Licensing/Supplier Agreement** means the agreement constituted by these Terms and Conditions.

**ASQA** means Australian Skills Quality Authority.

**Intellectual Property Rights** means intellectual property rights of any kind including copyright, future copyright, trademarks, designs, patents, circuit layout rights, moral rights and all other intellectual property rights, whether registered or unregistered and whether registrable or not, anywhere in the world.

**RTO** means the Registered Training Organisation/s registered by the ASQA or, where required, a state regulator, to deliver vocational education and training services specified by you in your application for this licence.

**SSO** means a Skills Service Organisation.

**UOC** means a Unit of Competency as set out by the relevant SSO.

### SECTION A

### 2. Pre-employment Skills Licence Fee: Ready for Work, Working with Numbers, Personal Finance Skills,

This Section applies to the licensing of Ready for Work, Working for Numbers and Personal Finance Skills series. The licensing fee is GST inclusive. The annual licensing fee enables the Licensee to print unlimited copies of the Licensed Product (listed in the table below) for 12 months as required for the RTO in accordance with this Licensing/Supplier Agreement.

- a) Licensees may not customise, contextualise or adapt Ready for Work, Working with Numbers or Personal Finance Skills resources.
- b) This Licensing/Supplier Agreement commences on date of purchase and is made for an initial period of 12 months.

- c) This Licensing/Supplier Agreement (and the licence to the Licensed Products) will cease without notice if:
- (i) you breach any provision of this Licensing/Supplier Agreement/Supplier Agreement;
  - (ii) the Licence Term as set out above expires and is not renewed; or
  - (iii) you are subject to any form of insolvency administration or appointment.
- d) Upon termination or expiration of the Licensing/Supplier Agreement, for whatever reason, you agree:
- (i) to destroy the Licensed Product and all copies thereof;
  - (ii) to delete from your computer or network all application files created by the software component of the Licensed Product; and
  - (iii) that you are not entitled to a refund of any part of the Licence Fee.
- e) If the Licensing/Supplier Agreement is renewed for a further Licence Term, you agree to pay a new Licence Fee as is applicable at that time to cover the renewal period and agree that the current Licensing Terms and Conditions applicable at the time will apply and constitute the terms and conditions of the renewal term.

Licensed Product	Licence Fee per annum	Licence Term
Ready for Work series (includes 20 titles) <ul style="list-style-type: none"> <li>· <i>Working safely</i></li> <li>· <i>Working with people of different cultures</i></li> <li>· <i>Going to an interview</i></li> <li>· <i>Making an appointment</i></li> <li>· <i>Finding a job</i></li> <li>· <i>Preparing a resumé</i></li> <li>· <i>Using email at work</i></li> <li>· <i>Following instructions at work</i></li> <li>· <i>Looking your best at work</i></li> <li>· <i>Organising your time</i></li> <li>· <i>Following rules at work</i></li> <li>· <i>Working in a team</i></li> <li>· <i>Applying for a job</i></li> <li>· <i>Handling food safely</i></li> <li>· <i>Finding and sharing a place to live</i></li> <li>· <i>Being a part of your community</i></li> <li>· <i>Understanding Australian culture</i></li> <li>· <i>Communicating well</i></li> <li>· <i>Getting around</i></li> <li>· <i>Using basic reading skills</i></li> </ul>	\$550	12 months

<p>Working with Numbers series (includes 10 titles)</p> <ul style="list-style-type: none"> <li>· <i>Fractions, percentages, decimals – basic</i></li> <li>· <i>Fractions, percentages, decimals – extension</i></li> <li>· <i>Understanding length and time</i></li> <li>· <i>Understanding volume, mass and temperature</i></li> <li>· <i>2D and 3D shapes and angles</i></li> <li>· <i>Using maps</i></li> <li>· <i>Understanding Australian money and banking</i></li> <li>· <i>Creating a personal budget</i></li> <li>· <i>Reading bills and statements</i></li> <li>· <i>Comparing, estimating and rounding numbers</i></li> </ul>	\$350	12 months
<p>Personal Finance Skills series (includes 3 titles)</p> <ul style="list-style-type: none"> <li>· <i>Preparing a personal budget</i></li> <li>· <i>Developing a savings plan</i></li> <li>· <i>Understanding debt and consumer credit</i></li> </ul>	\$150	12 months
<p>Pre-employment Skills Complete Licence Pack Contains all 33 titles listed above</p>	\$900	12 months

### 3. Pre-employment Skills Licence Fee: Renewal

Eight weeks or more prior to the expiration of the Licence Term under clause 2a Aspire will contact the Licensee and remind them of the Licensing/Supplier Agreement expiration date. The Licensee will be notified of any changes to the applicable Pre-employment Skills Licence Fee and/or the Terms and Conditions. If the Licensee does not intend to renew the Licensing/Supplier Agreement, the Licensee is required to provide notification of their intention not to renew the agreement in writing to the Aspire a minimum of four weeks prior to the expiration date of the agreement. If the Licensee fails to provide notice in writing the Aspire will renew the Licensing/Supplier Agreement for the same period and at the applicable Pre-employment Skills Licensing Fee. The same Terms and Conditions (or other Pre-employment Skills Licence Fee and Licensing Terms and Conditions) will apply. An invoice for the renewal of the Licensing/Supplier Agreement will be forwarded to the Licensee and must be paid by the Licensee within 14 days of receipt of the invoice.

## SECTION B

### 4. Support resources fee: Trainer's and assessor's guide with Assessment resources, Trainer's and assessor's resource, Assessment support pack

The Support resources fee applies to Trainer's and assessor's guide with Assessment resources, Trainer's and assessor's resource and Assessment support pack. The fee is GST inclusive. The fee allows you to print unlimited copies of the Product (listed in the table below) as required for the RTO in accordance with this Supplier Agreement. The fee allows the Purchaser, at their own risk, to customise, contextualise or adapt the Product as required.

Licensed Product	Price
Trainer's and assessor's guide with assessments	\$550
Trainer's and assessor's resource	\$550
Assessment support pack	\$550

FSK Foundation Skills Training Package FSK10113 / FSK10213 / FSK20113	Price
Trainer's and assessor's guide with assessments	\$450
Trainer's guide only	\$150
Assessments only	\$300

FSK Foundation Skills Training Package v2.0 FSK10219 / FSK20119	Price
Trainer's and assessor's guide with assessments	\$495

## SECTION C

### 5. Pre-employment Skills Licence Fee and Support resources fee: Conditions

- a) You are not entitled to a refund to all or any part of the Pre-employment Skills Licence Fee or the Support resources fee if you change your mind or if any of your related campuses or registered training organisations (other than the purchasing RTO) enters into or has previously entered into a licence with the Aspire for the Licensed Product.
- b) In consideration of you paying the Aspire the applicable Pre-employment Skills Licence Fee/Support resources Fee, Aspire grants you a non-exclusive, non-transferable, single site licence to:
  - (i) use the Licensed Product (for which the applicable Licence Fee is paid) for the RTO in accordance with this Licensing/Supplier Agreement;
  - (ii) install any software component of that Product in accordance with this Licensing/Supplier Agreement;
  - (iii) make that Product available to your registered students of the RTO solely for educational and training purposes in accordance with this Licensing/Supplier Agreement.
- c) The Licence / Fee entitles you to print hard copies of the Product to enable you to use the Product in accordance with these terms and conditions.
- d) Other than as expressly provided in this Licensing/Supplier Agreement (see clauses 2a) you must not:

- (i) copy, reproduce (including via electronics or print), translate, adapt, vary, modify or in any way alter the Licensed Product /Product;
  - (ii) reverse assemble or reverse compile or directly or indirectly allow or cause a third party to reverse assemble or reverse compile in whole or in part the Product;
  - (iii) print, distribute, rent, lease, sell, charge, sub-license, assign, transfer, lend or otherwise deal with the Product;
  - (iv) transmit or reproduce the Product in any electronic, recorded or mechanical form; or
  - (v) use the Product for any registered training organisation or other organisation except for the RTO and its registered students (except pursuant to another fully paid licence from the Aspire).
- e) It is your responsibility to:
- (i) provide all hardware and software (other than the software component of the Product) required to use the Product;
  - (ii) install the Product;
  - (iii) train or supervise your personnel in relation to the use of the Product;
  - (iv) install and maintain legitimate virus protection software and acknowledge that the Aspire will not be responsible for any damage or loss caused by any virus;
  - (v) protect the Product and the Intellectual Property Rights therein from misuse;
  - (vi) pay all charges (if any) incurred by you in the use of the Product;
  - (vii) ensure that only your employees and registered students of the RTO use the Product and are aware of and comply with the terms of this Licensing/Supplier Agreement.

## **SECTION D**

### **6. General conditions for use of the Product**

- a) You accept and acknowledge that:
  - (i) Aspire owns all Intellectual Property Rights in the Product;
  - (ii) the Product is protected by copyright;
  - (iii) the Product may not be copied except in accordance with the Licensing/Supplier Agreement;
  - (iv) the Product may not be customised, contextualised or adapted except in accordance with the Licensing/Supplier Agreement;
  - (v) you are fully responsible for and indemnify and will keep the Aspire indemnified for the consequences of any such customisation, contextualisation or adaption;
  - (vi) any such customisation, contextualisation or adaption does not affect or diminish Aspire's Intellectual Property Rights in the Product (whether before or as a result of such changes);
  - (vii) this Licensing/Supplier Agreement does not transfer the title or ownership of the Product (or any Intellectual Property Rights therein) to you; and
  - (viii) this Licensing/Supplier Agreement does not grant you any rights in connection with any trademarks or service marks of Aspire.
- b) This Licensing/Supplier Agreement is governed by and construed in accordance with the laws of the State of Victoria, Australia and the parties irrevocably submit to the jurisdiction of the Courts of Victoria and courts of appeal therefrom.
- c) The information contained in the Product is provided on the understanding that it neither represents nor is it intended to be advice or that Aspire or the author is engaged in rendering legal or professional advice. While diligence has been taken in its preparation, no person should act specifically on the basis of such

information. If expert assistance is required, competent professional advice should be sought.

- d) Aspire will endeavour to ensure that the Product is free from defects.
- e) Aspire will replace any defective files by which the Product is supplied at no charge to you, provided you raise any concerns within 14 days of receipt by you. Aspire will be under no obligation to replace any files if, in Aspire's absolute opinion, the defect is caused by accident, abuse or misapplication, or has resulted from abnormal conditions of use.
- f) Aspire does not warrant that the Product:
  - (i) is or will be complete or free from all errors and you acknowledge that the existence of any such error does not constitute a breach of this Licensing/Supplier Agreement;
  - (ii) is fit for any purpose, whether or not that purpose has been advised to the Aspire; or
  - (iii) is suitable for you or your students.
- g) Other than as contained herein, and to the extent permitted by law, all express or implied warranties in respect of the Product are hereby excluded. In the event that any statute implies terms into the Licensing/Supplier Agreement that cannot be excluded, such terms will apply to the Licensing/Supplier Agreement but the liability of Aspire for breach of any such implied term will be limited, at the option of Aspire to any one or more of the following:
  - (i) If the breach relates to goods:
    - The replacement of those goods or the supply of equivalent goods;
    - The payment of the cost of replacing the goods or acquiring equivalent goods; and
  - (ii) If the breach relates to services:
    - Supplying those services again; or
    - The payment of the cost of having the services supplied again
- h) The licence granted by this Licensing/Supplier Agreement is solely in respect of the RTO and may not be assigned or transferred without Aspire's prior written approval.
- i) As stated in this Licensing/Supplier Agreement / Supplier Agreement, the Product is protected by copyright. Other than for the purpose of and subject to the conditions prescribed in the *Copyright Act 1968*, no part may by any means be reproduced, stored in a retrievable system or transmitted without Aspire's prior written permission. Please refer to the imprint page of each Licensed Product / Product for more detail.

Signed for (Company) \_\_\_\_\_

Signature \_\_\_\_\_

Name of Representative (please print) \_\_\_\_\_

Position (please print) \_\_\_\_\_

Date \_\_\_\_\_