

Licensing/Supplier Agreement: Terms & Conditions

- Ready for Work series
- Working with Numbers series
- Personal Finance Skills series
- Learner Guides – digital or print format
- Trainer and Assessor Guide with Assessment Resources
- Trainer and Assessor Resources
- Assessment Support Packs

Aspire Learning Resources

Version 9

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Licensing/Supplier Agreement – Terms and Conditions

for all Aspire Learning Resources products

1 Definitions

Aspire means Aspire Training & Consulting Ltd (ACN 054 306 428) trading as Aspire Learning Resources being the licensor of the Licensed Products 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.

Licensed Product means a Product licensed under this Agreement.

Licensee's RTO means the RTO of the Licensee specified in the signing clause at the end of this Agreement.

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, Assessment Support Packs and Learner Guides supplied in either digital or physical format.

Support resources fee means the applicable licensing 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 granted by Aspire for the use of the applicable Licensed Product as set out in clause 2 below.

Agreement means this 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 a Registered Training Organisation/s registered by the ASQA or, where required, a state regulator, to deliver vocational education and training services.

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 Pre-Employment Skills Licence Fee is GST inclusive. The Pre-Employment Skills Licence Fee enables the Licensee to print unlimited copies of the Licensed Product from the table in this clause for 12 months as required for the Licensee's RTO in accordance with this Agreement.

- (a) Licensees may not customise, contextualise or adapt Ready for Work, Working with Numbers or Personal Finance Skills resources.

- (b) This Agreement commences on date of payment in full of the applicable Pre-Employment Skills Licence Fee and any other applicable fees and is made for an initial period of 12 months (**Licence Term**).
- (c) This Agreement (and the licence to the Licensed Products) will cease without notice if:
- (i) you breach any provision of this Agreement;
 - (ii) the Licence Term expires, and the Agreement is not renewed; or
 - (iii) you are subject to liquidation or bankruptcy.
- (d) Upon termination or expiration of the Agreement, for whatever reason, you agree:
- (i) to cease using the Licensed Product at the cessation date of the Licensing Agreement; and
 - (ii) to destroy the Licensed Product and all copies thereof;
 - (iii) to delete from your computer or network all application files created by the software component of the Licensed Product within 10 working days of cessation of the Licensing Agreement;
 - (iv) to certify in writing that you have complied with the above actions by signing a Cessation of Licensing Agreement and returning it to Aspire within 10 working days or receipt of the Cessation of Licensing Agreement
 - (v) that you are not entitled to a refund of any part of the Pre-Employment Skills Licence Fee or any other fee.
- (e) If the Agreement is renewed for a further Licence Term, you agree to pay a new Pre-Employment Skills 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.

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

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

3 Pre-Employment Skills Licence Fee: Renewal

Eight weeks or more prior to the expiration of the Licence Term, Aspire will contact the Licensee and remind them of the 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 Agreement, the Licensee is required to provide notification of their intention not to renew the Agreement in writing to Aspire a minimum of four weeks prior to the expiration date of the Agreement. If the Licensee fails to provide such notice in writing to Aspire, Aspire will renew the Agreement for the same period (12 months) and at the applicable Pre-Employment Skills Licensing Fee and the new Terms and Conditions.

The then current Pre-Employment Skills Licence Fee and Licensing Terms and Conditions will apply. An invoice for the renewal of the 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 Support resources fee allows you to print unlimited copies of the Licensed Product from the table in this clause for which the Support resources fee has been paid) as required for the Licensee's RTO in accordance with this Agreement. The Support resources fee allows the Licensee, at their own risk, to customise, contextualise or adapt the applicable Licensed Product as required in accordance with this Agreement.

Product	Support resources fee
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	Support resources fee
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	Support resources fee
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 RTOs (other than the Licensee's RTO) enters into or has previously entered into a licence with the Aspire for the Licensed Product or other Product.
- (b) In consideration of you paying to Aspire the applicable Pre-Employment Skills Licence Fee and/or Support resources Fee, Aspire grants you a non-exclusive, non-transferable, single site licence to:
 - (i) use the Licensed Product solely for the Licensee's RTO in accordance with this Agreement;
 - (ii) install any software component of that Licensed Product in accordance with this Agreement;
 - (iii) make that Licensed Product available to your registered students of the Licensee's RTO solely for educational and training purposes in accordance with this Agreement.
- (c) The licence granted by this Agreement entitles you to print hard copies of the Licensed Product to enable you to use the Licensed Product in accordance with this Agreement.
- (d) Other than as expressly provided in this Agreement, you must not:
 - (i) copy, reproduce (including via electronics or print), translate, adapt, vary, modify or in any way alter the Licensed 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 Licensed Product;
 - (iii) print, distribute, rent, lease, sell, charge, sub-license, assign, transfer, lend or otherwise deal with the Licensed Product;
 - (iv) transmit or reproduce the Licensed Product in any electronic, recorded or mechanical form; or
 - (v) use the Licensed Product for any RTO or other organisation, institution or place except for the Licensee's RTO and the registered students of that Licensee's RTO (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 Licensed Product) required to use the Licensed Product;
 - (ii) install the Licensed Product;
 - (iii) train or supervise your personnel in relation to the use of the Licensed Product;
 - (iv) install and maintain legitimate virus protection software and you hereby acknowledge that Aspire will not be responsible for any damage or loss caused by any virus;
 - (v) protect the Licensed Product and the Intellectual Property Rights therein from misuse;
 - (vi) pay all charges (if any) incurred by you in the use of the Licensed Product; and
 - (vii) ensure that only your employees and registered students of the Licensee's RTO use the Licensed Product and are aware of and comply with the terms of this Agreement.

SECTION D

6 General conditions for use of the Licensed Product

- (a) You accept and acknowledge that:
- (i) Aspire owns all Intellectual Property Rights in the Licensed Product;
 - (ii) the Licensed Product is protected by copyright;
 - (iii) the Licensed Product may not be copied except in accordance with this Agreement;
 - (iv) the Licensed Product may not be customised, contextualised or adapted except in accordance with this Agreement;
 - (v) you are fully responsible for and indemnify and will keep the Aspire indemnified for the consequences of any such customisation, contextualisation or adaptation;
 - (vi) any such customisation, contextualisation or adaptation does not affect or diminish Aspire's Intellectual Property Rights in the Licensed Product (whether before or as a result of such changes);
 - (vii) this Agreement does not transfer the title or ownership of the Licensed Product (or any Intellectual Property Rights therein) to you; and

- (viii) this Agreement does not grant you any rights in connection with any registered or unregistered trademarks of Aspire.
- (b) This 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 or in Victoria and courts of appeal therefrom.
- (c) The information contained in the Licensed 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 based on such information. If expert assistance is required, competent professional advice should be sought.
- (d) Aspire will endeavour to ensure that the Licensed Product is free from defects.
- (e) Aspire will replace any defective files by which the Licensed 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 Licensed 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 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 Licensed Product are hereby excluded. In the event that any statute implies terms into this Agreement that cannot be excluded, such terms will apply to this 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; or
 - 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
 - (iii) The licence granted by this Agreement is solely in respect of the Licensee's RTO and may not be assigned or transferred without Aspire's prior written approval.
 - (iv) As stated in this Agreement, the Licensed Product is protected by copyright. Other than as expressly permitted in this Agreement or as 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 for more detail.

Signed for and on behalf of the Licensee by its authorised representative who warrants that he/she has authority to sign this Agreement for the Licensee:

Licensee: _____

Name of Licensee: _____

Position: _____

Date: _____

RTO Name: _____

RTO Number: _____