

## 1. Summary

In accordance with the terms and conditions in this agreement, Competenz grants permission to XXXX (the School) to use distribute resources contained in Schedule 1. In good faith this agreement is limited to the School's learners.

## 2. Licence Conditions

- 2.1 All resources will be used exclusively for training and assessment of learners not enrolled in a Competenz training agreement.
- 2.2 All modifications and reproductions of supplied material must be of professional standard and comply with the requirements of relevant CMR's, Competenz brand and moderation requirements prior to any production and distribution of the materials.
- 2.3 The Resource materials are part of Competenz Intellectual Property and the School shall have no right or claim of proprietorship or otherwise with respect to the Resource Material.
- 2.4 All credits and references must include the title of the publication, the publication date, and Competenz as the author and owner of the resource materials.
- 2.5 Resources may only be used to support the School's learners and must not be used for any other purpose of initiative, without expressed permission of Competenz.
- 2.6 The resources may not be distributed, sold or transferred to any person or organisation outside of this agreement and other Competenz programme delivery contract(s).
- 2.7 All Intellectual Property, trademarks, and rights to the material supplied under this licence remains with Competenz, and the training provider agrees to abide by New Zealand Copyright Act 1994.
- 2.8 Competenz will not be liable under or in connection with this agreement for any indirect or consequential loss or damage, or any loss of profits, loss of revenue or loss of income, opportunity, reputation or goodwill.
- 2.9 The School indemnifies Competenz against any direct loss, damage, expense, costs (including all legal costs) or claims directly or indirectly caused by the Training Provider or any of its employees, contractors and agents resulting through acts or omissions related to this agreement.
- 2.10 In good faith, Competenz reserves the right to review the terms and conditions of this agreement at any time and will consult with the provider to reach mutual agreement.

## 3. License Fees

- 3.1 The School shall pay Competenz a non-refundable annual License Fee excl GST for the rights granted specifically in this agreement.
- 3.2 The license is valid for a 12-month period (calendar year).

- 3.3 On receipt of full payment, resources will be supplied to the School in electronic format.
- 3.4 By paying the agreed license fee the School confirms its agreement to the terms and conditions contained within this agreement.

#### **4. Term and Termination**

- 4.1 This agreement will come into effect on **1 January 2020** and will expire on **31 December 2020**.
- 4.2 Upon termination or expiration of this agreement, the license agreement permitted to the School shall cease immediately.
- 4.3 It is the responsibility of the School to notify Competenz in writing should they wish to renew the agreement within thirty [30] days of the expiry date of this agreement.
- 4.4 Should either party fail to comply with the terms and conditions of this agreement, the parties have thirty [30] days after receipt of written notice to resolve the Dispute. If a resolution cannot be agreed upon this agreement shall terminate upon expiration of the thirty [30] day period.
- 4.5 Termination or expiration of this licence shall not extinguish any party's obligations under this agreement, which by their terms continue after the date of termination or expiration.

#### **5. Relationship Managers**

**Competenz**

Name: Shaun Gear

Job Title: National Manager – Careers Development

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