



# WE ENGAGE, EQUIP, EMPOWER AND REWARD YOUNG AUSTRALIANS.



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The Duke of Edinburgh's Award in Australia  
WA Division  
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ABN 31 6198 327 859

## Licensed Operator Agreement

This license is made on **[Insert Date]** between the following parties:

1. **The Duke of Edinburgh's Award (WA Division)** (The State Award Authority) 862 Hay St, Perth WA 6000
2. **[Insert Licensed Operator's Name]**

<b>Name of Organisation:</b>	
<b>Contact Person:</b>	
<b>Address:</b>	
<b>Telephone:</b>	
<b>Fax:</b>	
<b>Email:</b>	

### RECITALS:

1. This license agreement reflects international licensing arrangements which set in place a clear, consistent and co-operative line of responsibility and accountability between the:
  - a) International Award Authority and the National Award Authority
  - b) National Award Authority and State Award Authorities





- c) State Award Authorities and Licensed Operators
  - d) Licensed Operators and Instructors/Assessors/Volunteers
2. The National Award Authority has been licensed by the Duke of Edinburgh's Award International Association to deliver the Award Program in Australia.
  3. The National Award Authority has granted the State Award Authority a license to deliver the Award Program in **Western Australia**
  4. Under this license agreement the State Award Authority authorises the Licensed Operator to deliver the Award Program within **Western Australia**.

### The parties agree

in consideration of, among other things, the mutual promises contained in this license agreement:

### 1. DEFINITIONS

**Award Coordinator** has the meaning given to that term in clause 4(1)(a);

**Award Program** means the Duke of Edinburgh's Award in Australia, which was originally established by a Trust Deed dated 18 January 1961;

**Laws** means any:

- a) Commonwealth, State, Territory or local government legislation, including regulations, by-laws, declarations, ministerial directions and other subordinate legislation;
- b) common law;
- c) government agency requirement or authorisation (including conditions in respect of any authorisation); or

**Licenses** means licensing documentation in the form prescribed by the National Award Authority from time to time including without limitation licenses between;

- a) the National Award Authority and the State Award Authority;
- b) State Award Authority and the Licensed Operators;
- c) Licensed Operators and instructors, assessors and volunteers.

**Local Policies** means the policies issued by the State Award Authority from time to time;

**National Award Authority** means the Duke of Edinburgh's Award in Australia;



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**Participant Application Form** means the Participant Application Form (containing the Parental or Guardian Consent Form) in the form prescribed from time to time by the National Award Authority;

**Policies** means at any time, all policies and codes of conduct issued by the National Award Authority and having effect at that time;

**Privacy Policy** means the privacy policy of the National Award Authority as amended from time to time;

**Licensed Operator Policies** means the policies issued by the Licensed Operator from time to time.

## **2. GRANT OF LICENCE**

The State Award Authority grants the Licensed Operator a non-exclusive licence to deliver the Award Program in ***Western Australia***.

## **3. RELATIONSHIP OF THE PARTIES**

This licence agreement does not create any other relationship, such as a partnership, agency, trust, joint venture franchise and franchisee or employer and employee relationship.



#### 4. LICENSED OPERATOR'S OBLIGATIONS

1. The Licensed Operator must:
  - a) appoint a person (**Award Coordinator**) to be the main source of information, guidance and support for the participants (the Licensed Operator may appoint more than one Award Coordinator and determine the ratio of participants per Award Coordinator);
  - b) provide the State Award Authority with the **names and qualifications** of each Award Coordinator appointed; and
  - c) inform the State Award Authority of any change of Award Coordinator.
2. The Licensed Operator agrees to and agrees to procure that the Award Coordinator:
  - a) complies with the Award Program requirements and fundamental principles set out in Schedule 1;
  - b) complies at all times with all applicable Laws in the State or Territory in which the Licensed Operator delivers the Award Program relevant to the delivery of the Award Program and in fulfilling its obligations under this license agreement;
  - c) complies and ensures that all instructors, assessors and volunteers (as applicable) comply with all Policies, Local Policies and the Participant Application Form (as applicable);
  - d) ensures that all Licensed Operator's Policies comply with all relevant Laws in the State or Territory in which the Licensed Operator delivers the Award Program and are not inconsistent with the Licenses, Participant Application Form and Policies (the **National Award Authority Documents**). Where a Licensed Operator's Policy is inconsistent with a National Award Authority Document, the relevant National Award Authority Document is to prevail to the extent of the inconsistency;
  - e) appoints assessors, instructors and volunteers (as applicable) to participate in the delivery of the Award Program;
  - f) ensures that Licenses are entered into between the Licensed Operator and any person who acts as an instructor, assessor and volunteer in relation to the Award Program;
  - g) ensures that only persons who complete the relevant Participant Application Form and pay the local registration fee participate in the Award Program;
  - h) promptly remits the local registration fee to the State Award Authority. The Licensed Operator acknowledges that any amounts received from participants are held by the



Licensed Operator for the State Award Authority and that the Licensed Operator and the Award Co-ordinator do not have any interest in those amounts;

- i) exercises due care and diligence in operating the Award Program, including approving proposed activities to be undertaken by the participants as part of the Award Program;
- j) reports all incidents to the State Award Authority as soon as possible after becoming aware;
- k) takes reasonable steps to ensure that any assessor, instructor or volunteer who is an employee of the Licensed Operator is suitable and competent relevant to their role in respect of the delivery of the Award Program;
- l) provides to the State Award Authority such information requested by it for the purpose of determining whether the Licensed Operator has fulfilled its obligations under this license agreement;
- m) complies with the Licensed Operator's obligations under the Licenses to which it is a party;
- n) uses reasonable endeavours to recruit participants and actively promote the Award Program;
- o) provides participants with details of any changes to the insurance cover provided by the National Award Authority;
- p) undertakes basic administration of the Award Program including promotion activities, support meetings, planning, payment of fees and keeping accurate records;
- q) ensures the payment of a local license fee to the State Award Authority if required by the State Award Authority;
- r) ensures that police checks and referee/background checks are performed on assessors, instructors and volunteers where required by relevant Law;
- s) examines the national insurance cover set out in Schedule 2 and agrees to only approve activities not covered by the insurance cover provided by the National Award Authority if it advises participants that those activities are not covered by such insurance cover and that the participant is responsible for all risks arising from the participant's participation in such activities.

## 5. THE STATE AWARD AUTHORITY OBLIGATIONS:

The State Award Authority agrees to:



- a) provide to the Licensed Operator with the following:
  - i) information, resources and promotional materials on the Award Program;
  - ii) ongoing administrative and support services;
  - iii) training and networking opportunities;
  - iv) a copy of the National Operations Manual;
  - v) copies of all Policies and Local Policies with which the Licensed Operator must comply;
  - vi) copies of Participant Application Form;
  - vii) details of the insurance coverage provided by the National Award Authority (which for the year commencing 31<sup>st</sup> August 2009 is as set out in Schedule 2); and
  - viii) details of any changes to the insurance coverage provided by the National Award Authority;
- b) comply at all times with all applicable laws relevant to its role in respect of the delivery of the Award Program.

## 6. COMMENCEMENT AND TERM

This licence agreement commences on [insert beginning date] and continues in force until [insert date for end of 3 year term] unless terminated in accordance with this licence agreement.

## 7. INTELLECTUAL PROPERTY

- a) The Licensed Operator acknowledges and agrees that the State Award Authority is a licensee from the Duke of Edinburgh's Award in Australia of Trade mark registration no 798999 Award and the intellectual property rights in the Award Program (the **Intellectual Property Rights**).
- b) The State Award Authority grants the Licensed Operator the non-exclusive right to copy and distribute materials provided by the State Award Authority, in the relevant State or Territory, for the purpose of operating the Award Program in that State or Territory. The licence in this clause 7(b):
  - (i) does not permit the Licensed Operator to grant sub-licences; and
  - (ii) is non-transferable.

The Licensed Operator may not otherwise use the Intellectual Property Rights without the National Award Authority's prior written consent.



- c) The Licensed Operator agrees that it will use the Intellectual Property Rights in accordance with this licence, including the Policies, it will not use the Intellectual Property Rights for any purpose other than for the purpose of operating the Duke of Edinburgh's Award Program in that State or Territory and it will not use the Intellectual Property Rights in any way which would bring the National Award Authority into disrepute.
- d) The rights granted to the Licensed Operator under this clause 7 immediately terminate on expiry or termination of this licence agreement.
- e) On termination or expiry of this licence agreement, the Licensed Operator must immediately cease all use of the Intellectual Property Rights.

## **8. PRIVACY**

The Licensed Operator agrees to handle all personal information collected in relation to the Award Program in a manner which complies with the Privacy Policy, the National Privacy Principles contained in the Privacy Act 1988 (Cth) (regardless of whether the Licensed Operator is an exempt entity under the Privacy Act or are otherwise not obliged to comply with that Act) and any other relevant privacy legislation. The Licensed Operator acknowledges that individuals have the right to request access to the personal information held about them.

## **9. CRIMINAL CONVICTION**

Subject to any relevant law, during the term of this licence agreement, the Licensed Operator must immediately advise the State Award Authority of any matter of which it is or becomes aware that has or could lead to a criminal conviction in respect of any employee or officer of the Licensed Operator, instructors, assessors or volunteers involved, whether directly or indirectly, in the management and/or delivery of the Award Program.

## **10. TERMINATION**

- a) A party may terminate this licence agreement at anytime by giving 90 days notice to the other party or such other period as the parties agree.
- b) The State Award Authority may terminate this licence agreement after service of a notice by the State Award Authority on the Licensed Operator if the Licensed Operator breaches a material obligation under this licence agreement.
- c) This licence agreement automatically terminates if the licence between the National Award Authority and the State Award Authority referred to in item 3 of the Recitals is terminated.



- d) Upon termination of this licence agreement, the Licensed Operator must:
- (i) notify each assessor, instructor and volunteer and each participant within 5 days of the date of termination that this licence agreement has been terminated; and
  - (ii) ensure participants cease participation in the Award Program through the Licensed Operator.

Clauses 7(a) and (e) survive termination of this agreement.

## 11. LIMITATION OF LIABILITY / COVENANT NOT TO SUE

- a) Any liability of the State Award Authority to the Licensed Operator arising under or in connection with this licence (including as a result of the negligence of the State Award Authority) is enforceable against the State Award Authority only to the extent that the State Award Authority is actually indemnified in respect of the liability under the national insurance cover set out in schedule 2.
- b) The Licensed Operator agrees to not sue any officer, office bearer or employee of the State Award Authority in respect of any loss or damage suffered or liability incurred by the Licensed Operator under or in connection with this licence (including as a result of the negligence of an officer, office bearer or employee).

## 12 ASSIGNMENT

A party may not assign its rights or obligations under this license agreement without the consent of the other party.

## 13 VARIATION

A variation of this license agreement must be in writing and signed by the parties.

## 14 GOVERNING LAW AND JURISDICTION

- a) This license agreement is governed by the law of **Western Australia**.
- b) Each party irrevocably submits to the exclusive jurisdiction of the courts of **Western Australia**.

## 15 PROHIBITION AND ENFORCEMENT

- a) Any provision of, or the application of any provision of this license agreement which is prohibited in any jurisdiction is, in that jurisdiction, ineffective only to the extent of that prohibition.



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- b) Any provision of, or the application of any provision of, this license agreement which is void, illegal or unenforceable in any jurisdiction does not affect the validity, legality or enforceability of that provision in any other jurisdiction or of the remaining provisions in that or any other jurisdiction.
- c) Where any clause of this agreement is void, illegal or unenforceable, it may be severed without affecting the enforceability of the other provisions in this agreement.

## **16 ENTIRE AGREEMENT**

This license agreement supersedes all previous agreements in respect of its subject matter and embodies the entire agreement between the parties.

The contact details of the ***The Duke of Edinburgh's Award (WA Division Inc)*** are set out below:

The Duke of Edinburgh's Award (WA Division) Inc  
PO Box 7384  
Cloisters Square WA 6850

862 Hay St  
Perth WA 6000

Phone: (08) 9321 4179

email: [wa@dukeofed.com.au](mailto:wa@dukeofed.com.au)



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**LICENCE EXECUTED**

**SIGNED** for and on behalf of  
The State Award Authority  
by its authorised representative  
in the presence of:

.....  
Signature of the Witness

.....  
Name (please print)

..... Date: .....  
Signature of the Chairman of the State Award Authority Governing Body

.....  
Name (please print)

**SIGNED** for and on behalf of  
The Licensed Operator  
by its authorised representative  
in the presence of:

.....  
Signature of the Witness

.....  
Name (please print)

..... Date: .....  
Signature of the Licensed Operator organisation representative

.....  
Name (please print)



## Schedule 1

### FUNDAMENTAL PRINCIPLES

1. The Award Program is one of individual Challenge. It presents to young people a balanced, non-competitive program of voluntary activities that encourage personal discovery and growth, self-reliance, perseverance, responsibility to themselves and service to their community.
2. Fairness and impartiality in all respects.
3. Individual improvement (through persistence and achievement) in a non-competitive environment.
4. Participation in the Award Program is voluntary.
5. No discrimination against participation on grounds of sex, race, religion, political affiliation or any other personal circumstances.

### AWARD PROGRAM REQUIREMENTS

The Duke of Edinburgh's Award Program has three levels; Bronze, Silver and Gold. Each of these levels is made up of four sections; Service, Adventurous Journey, Skills and Physical Recreation. The Gold Award also has a Residential project.

Participants design their own Program including selecting activities they are interested in, setting their own goals and achieving their own potential through meeting the following minimum requirements:

**Minimum Timescale for each Level by Section**

	Physical Recreation	Skills	Service	Plus...	Adventurous Journey
<b>Bronze</b>	3 months	3 months	3 months	<b>All participants</b> must do an <b>extra three months</b> in <b>either Physical Recreation or Skills or Service</b>	2 days + 1 night
<b>Silver</b>	6 months	6 months	6 months	<b>Non-Bronze Holders</b> must do an <b>extra 6 months</b> in <b>either Physical Recreation</b>	3 days + 2 nights



				<b>or Skills or Service</b>	
<b>Gold</b>	12 months	12 months	12 months	<b>Non-Silver Holders</b> must do an <b>extra 6 months</b> in <b>either Physical Recreation or Skills or Service</b>	4 days + 3 nights
Plus additional requirement of 5 day / 4 night Residential Project					

These are **minimum** time requirements and are expressed in whole months, during which there should be **regular commitment averaging at least one hour per week**. Award Participants are encouraged to continue their activities beyond the minimum time.

#### AIMS OF EACH SECTION

SECTION	AIM
<b>SERVICE</b>	To develop a sense of community service and responsibility to others
<b>SKILLS</b>	To encourage the development of personal interests and practical skills
<b>ADVENTUROUS JOURNEY</b>	To encourage a spirit of adventure and discovery
<b>PHYSICAL RECREATION</b>	To encourage participation in physical recreation and improvement of physical fitness and performance
<b>RESIDENTIAL PROJECT (GOLD ONLY)</b>	To broaden experience through involvement with others in a residential setting

#### PARTICIPANT ELIGIBILITY

1. Any young person aged 14 to 25 can join the Program.
2. The Program must be completed by the participant's 25<sup>th</sup> birthday.
3. Parental or guardian consent is required for participants aged under 18



4. The standards are individual improvement and achievement.
5. The Program is entirely voluntary.
6. Every participant can only do the Program through a Licensed Operator who has the choice to accept the participant/program activities.

#### **TEN ESSENTIAL PHILOSOPHIES**

<b>1. Non-competitive</b>	<b>6. Progression</b>
<b>2. Available to all</b>	<b>7. Focus on achievement</b>
<b>3. Value - process not prize</b>	<b>8. Marathon not a sprint</b>
<b>4. Flexibility</b>	<b>9. Voluntary</b>
<b>5. Balance</b>	<b>10. Enjoyable</b>

Refer to the National Handbook for full details of the Award Program.



**Schedule 2**

**THE DUKE OF EDINBURGH'S AWARD IN AUSTRALIA**

**NATIONAL INSURANCE COVERAGE SCHEDULE**

Registration with The Duke of Edinburgh's Award in Australia provides limited insurance in the areas of personal accident and public liability while undertaking Award activities. Details of these policies may be obtained from your State Award Office.

**Please note:** If any activities undertaken are considered to be in the high-risk category, then the onus of responsibility and insurance is placed upon the participant. Participants are encouraged to take out their own insurance or check whether they are covered by their Licensed Operator's insurance (if any) in relation to these high-risk activities.

This summary of the Award Program's Personal Accident and Combined Liability Policies has been prepared by QBE Placement Solutions.

Personal Accident Policy	Combined Liability Policy
<b>Coverage</b>	
<ul style="list-style-type: none"> <li>▪ The Duke of Edinburgh's Award in Australia</li> <li>▪ The Friends of the Duke of Edinburgh's Award in Australia Inc</li> <li>▪ Participants</li> <li>▪ Supervisors</li> <li>▪ Instructors / Assessors</li> <li>▪ Coordinators / Helpers</li> <li>▪ All State Award Authorities</li> <li>▪ Age range 13 - 75 years depending on category (see below)</li> </ul>	<ul style="list-style-type: none"> <li>▪ The Duke of Edinburgh's Award in Australia</li> <li>▪ The Friends of the Duke of Edinburgh's Award in Australia Inc</li> <li>▪ Participants</li> <li>▪ Supervisors</li> <li>▪ Instructors / Assessors</li> <li>▪ Coordinators / Helpers</li> <li>▪ All State Award Authorities</li> <li>▪ Licensed Operators</li> </ul>



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<b>Geographical Limits</b>	
Australia wide	Worldwide excluding USA and Canada



<b>Limits of Liability (Refer Note 1)</b>	
<p><b>Scope of Cover</b></p> <p>The coverage afforded by this policy shall only apply while an insured person is engaged in voluntary work or participating in an activity by and under the control of the insured.</p> <p><b>Liability</b></p> <ul style="list-style-type: none"> <li>▪ Limit \$1,000,000 – aggregate limit</li> </ul> <p><b>Death and Capital Benefits</b></p> <ul style="list-style-type: none"> <li>▪ Category A: All voluntary workers \$125,000</li> <li>▪ Category B: Participants: 18 years and over \$125,000</li> <li>▪ Category C: Participants: 13-17 years \$100,000</li> </ul> <p><b>Weekly Injury Benefit</b></p> <ul style="list-style-type: none"> <li>▪ Category A: 85% of salary to max of \$500 per week</li> <li>▪ Category B: 85% of salary to max of \$500 per week</li> <li>▪ Category C: 85% of salary to max of \$250 per week</li> </ul> <p><b>Medical Benefit</b></p> <ul style="list-style-type: none"> <li>▪ 85% of actual costs incurred to a maximum of \$5,000 any one claim               <ul style="list-style-type: none"> <li>- non-Medicare medical expenses</li> <li>- excess of \$50 each claim</li> </ul> </li> </ul> <p><b>Injury Assistance Benefits</b> (including home assistance &amp; student home tutorial)</p> <ul style="list-style-type: none"> <li>▪ for non-income earners</li> </ul>	<p><b>Public Liability</b></p> <ul style="list-style-type: none"> <li>▪ \$15,000,000 any one occurrence</li> </ul> <p><b>Product Liability</b></p> <ul style="list-style-type: none"> <li>▪ \$15,000,000 any one period of insurance</li> </ul> <p><b>Care Custody Control</b></p> <ul style="list-style-type: none"> <li>▪ \$50,000 any one period of insurance</li> </ul> <p><b>Participant to Participant Liability</b></p> <ul style="list-style-type: none"> <li>▪ Now covered in this policy</li> </ul> <p><b>The Policy:</b></p> <ul style="list-style-type: none"> <li>▪ Requires service and activity providers and tour operators (third parties) to provide proof of own liability cover. (Notes 2)</li> <li>▪ Excludes payment for any loss or damage directly or indirectly caused by or arising from or contributed to by any Act of Terrorism.</li> </ul>



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▪ 85% of actual costs incurred to a max of \$1,000 per week for a max. of 52 weeks	
<b>Funeral Expenses</b>	
▪ \$3,000	
<b>Policy Period</b>	
Expiry Date 31 August 2009	Expiry Date 31 August 2009

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**Note 1:** This is a summary of the main features of the Award's Personal Accident and Public Liability Insurance. For further information please refer to the relevant policies.

**Note 2:** The Duke of Edinburgh's Award in Australia will not cover circumstances where a Licensed Operator gives away or provides indemnities.

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#### **INSURANCE ARRANGEMENTS FOR AUSTRALIAN DEFENCE FORCE (ADF) CADETS**

Services cadets undertaking specific Army, Navy and Air Force cadet activities are covered by two acts of Parliament;

- The Occupational Health and Safety (Commonwealth Employment) Act 1991 (Cth); and
- The Safety, Rehabilitation and Compensation and Rehabilitation Act 1998 (Cth).

When undertaking non specific activities that are not under the guidance of the Australian Defence Force Cadets, cadets are covered by the National Award Authority's national insurance policy. All cadets are covered through these arrangements.



**THE DUKE OF EDINBURGH'S AWARD IN AUSTRALIA**

**HIGH RISK ACTIVITIES COVER – Expiry date: 31 August 2009**

<b>Activity</b>	<b>Personal Accident</b>	<b>Public Liability</b>
Parachuting	NO	NO
Flying Aircraft	NO	NO
Hang Gliding	NO	YES
Hot Air Ballooning	NO	YES
Sky Diving	NO	NO
Small Aircraft Flying – Pilot Training	NO	NO
Bushwalking	YES	YES
Walking in Remote Areas	YES	YES
Cross Country Skiing	YES	YES
Expeditions	YES	YES
Football/Soccer	YES	YES
Horse Riding (all safety equipment worn at all times)	YES	YES
Mountain Bike Riding	YES	YES
Orienteering	YES	YES
Snow Skiing	YES	YES
Tennis	YES	YES
Weight Lifting (under strict supervision)	YES	YES
Abseiling	YES	YES
Caving	YES	YES
Rock Climbing	YES	YES
High Ropes Activity Courses	YES	YES
Climbing	YES	YES
Canoeing	YES	YES
Game Fishing	YES	YES
Kayaking	YES	YES
Sailing	YES	YES
Surf Life Saving	YES	YES
Water Polo	YES	YES
Scuba Diving	YES	NO
White Water Rafting	YES	YES
Pistol Shooting	YES	YES
Rifle Target Shooting	YES	YES



Air Training Cadets	NO	YES
Naval Cadets	NO	YES
Army Cadets	NO	YES
Country Fire Service (excluding participation in real activities or situations)	YES	YES
State Emergency Services (excluding participation in real activities or situations)	YES	YES
Cycling	YES	YES
Driving	YES	YES
4 Wheel Driving	YES	YES
Go Karting	NO	YES
Boxing *		
Jujitsu *		
Kickboxing *		
Kung Fu *		
Tae Kwon Do *		
Karate *		

\*Public Liability Policy will extend to cover training **BUT SPARR EXCLUDED**