

**LICENSING AGREEMENT TO USE SAFETYLINE  
INSTITUTE INTELLECTUAL PROPERTY**

**Two bond copies of a completed agreement will be sent, for signing  
and return, to those seeking to license the materials**

**STATE OF WESTERN AUSTRALIA ACTING THROUGH  
WORKSAFE, DEPARTMENT OF COMMERCE  
(THE "LICENSOR")**

**AND**

**XXXX  
(THE "LICENSEE")**

**SAFETYLINE INSTITUTE INTELLECTUAL PROPERTY –  
LICENSING AGREEMENT**

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**Licence agreement**

This license agreement will be deemed to have been made on the date which this agreement is executed by the parties, or if not executed by the parties on the same date, on the later of the dates of execution.

**Parties**

This agreement is between the State of Western Australia acting through WorkSafe, Department of Commerce of 1/330 Sevenoaks Street, Cannington, WA 6107, Australia, which has registered The SafetyLine Institute as a business name and owns the following trade marks.



(the “Licensor”)



and

XXXXXX (ACN: xxxx) located at ..... in the State of xxx.  
(the “Licensee”)

**1. Recitals**

1.1 The Licensor is the proprietor of the intellectual property in the following material, to the extent that the intellectual property in the material is owned or licensed by the Licensor:

- (a) copyright material (in the form of learning guides, assessment guides, readings and associated published material on the SafetyLine Institute website located at [www.safetyline.wa.gov.au/institute](http://www.safetyline.wa.gov.au/institute)) (“Copyright Material”); and
- (b) trademark material (for which the Licensor is the owner of the registered trademarks pursuant to the *Trade Marks Act 1995*) (“Trademark Material”):



(“the Works”)

1.2 The Licensor has agreed to licence the Works to the Licensee and the Licensee has agreed to accept such license on the terms and conditions of this agreement.

**2. Grant of Rights**

2.1 The parties agree the Licensor grants the Licensee a non-exclusive revocable licence on the terms and conditions of this agreement to:

- (a) print Copyright Material from the Licensor's SafetyLine Institute website for the uses specified in clause 3 for use of the Licensee's students, and authorise the Licensee's students to print a copy for the student's own use;
- (b) download and store on their computer any files of the Copyright Material that are available to download on the Licensor's SafetyLine Institute website for the uses specified in clause 3, and print for use of the Licensee's students, and authorise the Licensee's students to store a copy on the student's computer and print a copy for the student's own use; and
- (c) exercise the power to use the Trademark Material in relation to education, training and related information services in respect of occupational health and safety being services in class 41 for which the Trademark Material is registered, but the Licensee may only exercise the power to use the Trademark Material under the following circumstances and conditions:
  - i) For promotional purposes for the specific uses indicated in clause 3.
  - ii) On any certificates and Statements of Attainment issued to the Licensee's students who successfully complete studies covered by the specific uses indicated in clause 3.
  - iii) All uses of the Trademark Material within Australia must have the ® (Registered symbol) next to the trademark. Any use of Trademark Material outside Australia must be in accordance with the laws and requirements of the relevant trademark jurisdiction concerning the use of unregistered trademarks within that jurisdiction.

2.2 The rights granted in 2.1(a) and 2.1(b) only relate to the granting of rights for the Copyright Material as is and not for parts of the material. For example, the Licensee is not granted rights to use specific photographs, illustrations and parts of text within a reading. However, the Licensor at its absolute discretion may grant the Licensee such rights in relation to the Works following written application by the Licensee. In all other cases the Licensee must obtain written consent from relevant third parties before using material other than the Works, and in these cases the Licensor may at its discretion forward the request to the third party or pass the contact details to the Licensee.

2.3 The Licensee acknowledges the rights granted in 2.1(c)(i) must not be used to indicate or state to third parties in print, verbally or by other means that the Licensor approves or endorses the education or training provided by the Licensee.

**3. Specified use**

3.1 The non-exclusive revocable licence granted in clause 2 is conditional on the Works only being used as specified in clause 2 to teach, train or assess the following as amended by the Licensor from time to time at its absolute discretion:

(a) nationally endorsed competency units of the Work Health and Safety (WHS) qualifications that are part of the Business Services Training Package (BSTP);

or

b) general WHS units in non-WHS qualifications in various nationally endorsed training packages, using the Works in the General Training section of the SafetyLine Institute website.

3.2 Specifically, the competency units of the Certificate IV and Diploma work health and safety qualifications for which the Licensee may use any relevant and available Works must be indicated by a ✓ next to the unit name and number indicated below:

**3. Specified use (continued)**

3.2 continued

<b>CERTIFICATE IV IN WORK HEALTH AND SAFETY (10 UNIT QUALIFICATION)</b>			
	BSBWHS402A Assist with compliance with WHS laws		BSBWHS403A Contribute to implementing and maintaining WHS consultation and participation processes
	BSBWHS404A Contribute to WHS hazard identification, risk assessment and risk control		BSBWHS405A Contribute to implementing and maintaining WHS management systems
	BSBWHS406A Assist with responding to incidents		BSBWHS407A Assist with claims management, rehabilitation and return-to-work programs
	BSBWHS408A Assist with effective WHS management of contractors		BSBWHS409A Assist with workplace monitoring processes
	BSBWHS410A Contribute to worker health and wellbeing measures and initiatives		<i>Note: Diploma unit BSBWHS510A is usually also selected to make the necessary 10 units for the Cert IV in WHS qualification</i>

<b>DIPLOMA OF WORK HEALTH AND SAFETY (9 UNIT QUALIFICATION)</b>			
	BSBWHS502A Manage effective WHS consultation and participation processes		BSBWHS503A Contribute to the systematic management of WHS risk
	BSBWHS504A Manage WHS hazards and risks		BSBWHS505A Investigate WHS incidents
	BSBWHS506A Contribute to developing, implementing and maintaining WHS management systems		BSBWHS507A Contribute to managing WHS information systems
	BSBWHS508A Manage WHS hazards associated with plant		BSBWHS509A Facilitate the development and use of hazard management tools
	BSBWHS510A Contribute to implementing emergency procedures		

**3. Specified use (continued)**

- 3.3 If the Licensee wishes to use any relevant and available Works in the General Training section of the SafetyLine Institute website for activities related to teaching, training or assessing any general WHS units as included in non-WHS qualifications in any nationally endorsed training package, this must be indicated by a ✓ below:

<b>GENERAL WORK HEALTH AND SAFETY TRAINING MATERIAL</b>	
	Use of Works is related to general WHS units in non-WHS qualifications in nationally endorsed training packages and therefore use of Works in the General Training section of the SafetyLine Institute website is required.

**4. Licensee's obligations**

- 4.1 The non-exclusive licence granted in clause 2 for the specified uses in clause 3 is conditional upon the Licensee ensuring that:

- (a) The Licensee pays the Licensor an annual licence fee AUD \$x,xxx being made up of the annual fee under 1 or the annual fee under 2, or both as the case may be:

1. An annual fee of AUD\$300 for each unit for use of the Works for each of the units specified by the Licensee in clause 3.2 of this agreement.

and / or

2. An annual fee of AUD\$300 for use of the Works in the general training section of the SafetyLine Institute, for general WHS units in non-WHS qualifications in nationally endorsed training packages as specified by the Licensee in clause 3.3 of this agreement.

The fees identified above in 4.1(a) apply irrespective of the amount of Copyright Material available for that unit, if any.

- (b) The Licensee pays to the Licensor the annual licence fee within 14 days from receiving an invoice from the Licensor.

**4. Licensee’s obligations (continued)**

(c) The following special conditions of this agreement are agreed to and met in full:

(i) That in respect of the Works or any part of the Works and without written permission from the Licensor the Licensee must not:

- (A) sell or charge students for electronic or printed copies of the Copyright Material;
- (B) assign, resell, license, sub-licence, rent or provide the Works to a third party;
- (C) alter the Works in any way, or translate text;
- (D) publish online or broadcast or communicate the Copyright Material to subscribers or the public via the Internet or by other means;
- (E) create CD-ROMs or similar of the Copyright Material; or
- (F) undertake any other use of the Works unless granted by written permission.

(ii) All third parties involved in an associated arrangement (an association between a non-registered organisation and Registered Training Organisation (RTO) to achieve recognised training as provided for under the Australian Recognition Framework and the policy of the relevant Australian State Recognition Authority) or similar arrangement (“Association Arrangement”) with the Licensee resulting in the third party helping teach, train or assess the courses, competencies or units identified in clause 3 must enter at the absolute discretion of the Licensor into a licence agreement with the Licensor.

However, specific third party Association Arrangements approved in advance by the Licensor and therefore not requiring the third party to enter into a licence agreement with the Licensor are:

- (A) where the third party is not in any way involved in teaching or training any of the courses, competencies or units identified in clause 3 nor is the third party using the Works but is merely providing assessment services to the Licensee to assist assessment of the relevant competencies; and

**4. Licensee’s obligations (continued)**

4.1(c)(ii) continued

(B) where the third party is not an RTO but is merely a workplace that has entered into an Association Arrangement with the Licensee with the aim of ensuring that employees of the third party receive formal teaching, training or assessment related to the courses, competencies or units identified in clause 3.

(iii) The rights conferred in this agreement only extend to the unit identified below, which may be only part of a large enterprise. For example, in the case of a TAFE college, a license agreement signed with the college would allow use of the Works by one named department of that college throughout the world. A separate license agreement would be necessary for another department to have use of the Works.

However, following written application by the Licensee, the Licensor may at its absolute discretion authorise that this agreement applies to other parts of the larger enterprise.

The rights conferred in this agreement only extend to the specific units named below.

(iv) The Licensee must provide written evidence that they are a RTO registered with a State Recognition Authority for vocational education and training and for the specified uses they have indicated in clause 3 all those indicated fall within their approved scope (a specified range of training services, Australian Qualification Framework levels and training areas that is the basis for registration as an RTO). Alternatively, the Licensee must provide the Licensor with written evidence of an Association Arrangement with an RTO. Whichever is the case must be indicated below by a ✓:

✓	Licensee has provided written evidence of their RTO status and approved scope or is in the process of achieving the required status and scope.
	Licensee has provided written evidence of an Association Arrangement with an RTO.



**5. GST**

- 5.1 If GST is imposed or is payable on or in respect of any supply of goods, services, or other things, (including without limitation the licensing of any right) by the Licensor under or in connection with this agreement, or if the amount of GST is calculated by reference to any such supply, or if GST is imposed or is payable on or in respect of or by reference to any amount payable to the Licensor under or in connection with this agreement, then the Licensee must pay the Licensor an extra amount equal to the amount of that GST.
- 5.2 The Licensee must pay the Licensor all amounts payable under this clause at the time of the payment to which they relate, or otherwise on demand.
- 5.3 In this clause “GST” means any goods or services tax imposed under legislation of the Commonwealth of Australia relating to *A New Tax System*, and includes GST equivalents made payable by the law of any Australian State or Territory.

**6. Term of Agreement**

- 6.1 This agreement commences on the xx xxxx 2017 and expires on the xx xxx 20xx.
- 6.2 The Licensee may give notice in writing to cancel the agreement at any time after 30 June xxxx but a pro-rata licence fee will be payable to the receipt date of the cancellation notice. However, there will be no refund of any licence fees already paid for that year to the following 30 June.

**7. Territory**

The non-exclusive rights granted in clause 2 may be exercised throughout the world.

**8. Licensor’s obligations**

The Licensor agrees to endeavour to maintain the SafetyLine Institute website in existence for the duration of this agreement.

**9. Termination**

- 9.1 The Licensor may at its discretion terminate this agreement with two weeks notice if:
- (a) the Licensee does not pay the licensing fees by the due date; or
  - (b) the Licensee breaches any term of this agreement.
- 9.2 No refund of any annual licence fees will be given in the event of a breach by the Licensee of any term of this agreement.
- 9.3 The agreement and any rights granted under it will automatically terminate with no refund of any annual licence fees paid, if:
- (a) where the Licensee is a company, it goes into liquidation; or, if the Licensee is an individual, if he or she is declared bankrupt; or
  - (b) the Licensee is an RTO and is deregistered or has their approved scope (a specified range of training services, Australian Qualification Framework levels and training areas that is the basis for registration as an RTO) amended by the relevant State Recognition Authority for vocational education and training, resulting in the activities identified in clause 3 no longer being within their approved scope.
- 9.4 In all cases where the agreement is terminated or has expired, the Licensee must destroy all copies of the Copyright Material relating to the Works held by the Licensee and instruct in writing all students registered at that time with them to destroy all Copyright Material held by them. Furthermore, the Licensee must cease using the Trademark Material as granted in clause 2(c).

**10. Disputes**

The Licensee and the Licensor both agree to the following dispute resolution procedures for any dispute arising in connection with this agreement:

- (a) In the event of a dispute following signing of this agreement the SafetyLine Institute Consultative Committee will:
  - i) request both parties to present their views in writing;
  - ii) consider the merits of both written viewpoints; and
  - iii) suggest an outcome.

However, if the dispute is not resolved within a reasonable time following the SafetyLine Institute Consultative Committee suggesting an outcome, the Licensor will make a final and binding decision.

**11. Acknowledgment**

11.1 The Licensee acknowledges that intellectual property rights in the Works or any part of the Works is and remains the property of the Licensor and that those specific parts as acknowledged by the Licensor which have been used by the Licensor with permission remain the property of the person acknowledged. The Licensee acknowledges that the Works shall only be used or dealt with by the Licensee as provided in this agreement.

**12. Taxes**

The Licensee will pay any stamp duty, government charges or taxes, including any tax in connection with the provision of goods or services, in connection with this agreement.

**13. Advise of potential action**

The Licensee will promptly advise the Licensor in writing of any potential action brought against the Licensee by persons as a result of the Licensee's use of the Works.

**14. Interpretation**

This agreement will be interpreted according to the laws of Western Australia and the Licensor and the Licensee submit to the exclusive jurisdiction of that State.

**15. Variation of agreement**

This agreement may only be varied by the written agreement of the Licensor and the Licensee.

**16. Validity and enforceability of provisions**

If any provision of the agreement is held by a court to be unlawful, invalid or unenforceable, then the validity and enforceability of the remaining provisions will not be affected.

**17. Notify if aware of unauthorised use**

The Licensee will notify the Licensor immediately if the Licensee becomes aware of any unauthorised use of the Works or any infringement of the Works.

**18. Party to bring proceedings**

The Licensor will be the party to bring proceedings in the event of the Works being infringed by a third party.

**SAFETYLINE INSTITUTE INTELLECTUAL PROPERTY –  
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**Executed by the parties as an agreement**

Signed by the WorkSafe Western Australia Commissioner for and on behalf of the State of Western Australia.

.....  
**WorkSafe Western Australia Commissioner**

Date:

In the presence of

.....  
**Director Policy and Education  
WorkSafe  
Department of Commerce**

Date:

Signed for and on behalf of xxxxx Pty Ltd by its duly authorised officer:

Xxxxxx xxx

**Title**

Date: \_\_\_\_\_