



## The Duke of Edinburgh's International Award Foundation



### Award Unit Licence

**Dated :**

**Parties to this Agreement :**

(1) **National Youth Award Division of the National Youth Services Council**  
**No.65, High Level Road, Maharagama, Sri Lanka.**

(2) .....

#### **1. Use of the Award Programme, Name, Logo, and Materials**

- The Award Unit/Group is granted a **non-exclusive** licence to use the Name, Logo and Materials for the purpose of running the Award Programme in a particular area or school ("**the Location**").
- The Award Unit/Group must support the Licensor in fulfilling its obligations to protect the brand of the Duke of Edinburgh's International Award under the Head Licence.

#### **2. Intellectual Property**

- The sub-licence does not grant any proprietary interest in the Award Programme, Name, Logo and Materials to the Award Unit/Group.

#### **3. Fees and Services**

- The Licensor may charge a fee to the Award Unit/Group for the licence, services and/or other benefits provided to the Award Unit/Group.

#### **4. Award Unit/Group Obligations**

- The Award Unit/Group must comply with the Standards set out in the Appendix to this Schedule.
- The Award Unit/Group must be legally capable of entering into this agreement, either as an organisation, an individual or as a group of individuals.

#### **5. Accountability and review, compliance and reporting**

- The Licensor must have suitable powers to review the Award Unit/Group's performance and compliance with this sub-licence agreement. The Licensor must:
  - Ensure it is able to inspect copies of relevant Award Unit/Group's records and accounts.

- Require the Award Unit/Group to submit an annual return in accordance with a template provided by the Licensor by 31 March each year during the term of the sub-licence agreement.

## **6. The Database**

- The Award Unit/Group must keep and maintain a Database or use the online database provided by the Licensor.
- The Award Unit/Group must ensure the appropriate consents/statements are in place to ensure the Licensor can use the Database if this sub-licence is terminated.

## **7. Indemnity and Insurance**

- Roles and responsibilities between the Licensor and the Award Unit / Group must be explicit and the Licensor accepts no responsibility for claims, costs, loss, liabilities, and demands whatsoever suffered (unless due to negligence by the Licensor) which arise out of the act, omission, default or negligence of the Award Unit/Group in relation to this Agreement, or the Award Programme.
- The Award Unit/Group should have in place adequate insurance to cover its liabilities under this agreement.

**8. Term** From : ..... To : ..... (one year)

**9.**

- The agreement cannot continue longer than the Head Licence.
- There must be a clear process to terminate the agreement.
- On termination of the agreement, the Award Unit/Group's use of the Name, Logo, Materials and Training Materials must immediately cease, the Award Unit/Group's provision of the Award Programme (or any related activity) must immediately cease, and a copy of the Database must be immediately delivered to the Licensor and the Foundation.
- If the Head Licence terminates:
  - the agreement with the Award Unit/Group shall be automatically terminated; or
  - On request of the Licensor/Foundation, the agreement and licence granted under it will immediately transfer to the Licensor or Foundation (and the terms of the agreement must ensure the agreement and licence granted under it can immediately assign/transfer to the Licensor/Foundation on termination of the Head Licence).

10. **Other General Provisions**

- The sub-licence should include any other provisions which the Licensor feels are appropriate to protect the Foundation or the Licensor's position.

**Signature Clause**

**Signed for and behalf of National Youth Award Division of National Youth Services Council**

Name : Tissa Samarasinghe.

Job Title : National Director

Signature :

Date :

**Signed for and behalf of .....(Award Unit)**

Name : .....

Name of (Principal/ Head of Institution)

Signature : .....

Job Title : .....

Date : .....

**Witnessed by**

Name : .....

Name of (Youth Award Leader).

Signature : .....

Job Title : .....

Date : .....

## **Schedule 1**

### **Standards for Award units**

#### **Fundamental Standards**

All organisations that wish to deliver the Duke of Edinburgh's International Award agree to abide by the following Fundamental standards and comply with further conditions appropriate to their respective membership level as set out below:

- to comply with the Fundamental and Operational Principles of The Award (part of the intellectual property of The Award, held in trust by the Foundation) and abide by the Code of Practice (as set out in Schedule 1 of the Licence and the International Handbook)
- to comply with the reporting requirements of the Duke of Edinburgh's International Award (as laid down in guidance from the Foundation and notified to licensees)
- to use the visual identity and resources of the Duke of Edinburgh's International Award (such as handbook, Record Book, pin badges and certificates) in line with the brand guidelines
- to manage resources (including financial resource
- s) with the highest standards of honesty and integrity
- that all paid staff, Award Leaders, Adventure Journey Supervisors, and Award Assessors (or equivalent titles) must:
  - be 16yrs+
  - be trained (according to guidelines laid down by the Foundation)
  - be appropriately vetted (according to national standards)
  - be aware of and committed to the vision and values of The International Award
  - be compliant with national child protection guidelines and health & safety legislation
- to provide details of a nominated person and appropriate contact point (not a personal address)
- to maintain accurate records of staff, participants, leaders and other volunteers for managing and monitoring programmes, performance reports, gathering statistics and supporting communications

## **Schedule 2**

Definitions (extracted from main licence) any additional terms need to be defined and capital letters

## **Schedule 3**

Fees – amount of fees, payment terms