

LICENCE AGREEMENT

BETWEEN: **ALLIANCE SOCIAL ENTERPRISES COMPANY LIMITED** (ACN 613 476 761)
 '17' 93 Faulkner Street, Armidale, New South Wales 2350 (**ASE**)

AND **Licensee**

BACKGROUND

- A. ASE is the owner or licensee of the ASVB Intellectual Property, which relates to social values calculated through a complex methodology.
- B. Licensee wishes to obtain a licence to access and use the ASVB Intellectual Property in order to create Impact Valuation Statements or conduct social impact analysis (the **Approved Purpose**).
- C. ASE has agreed to grant Licensee a licence to use the ASVB Intellectual Property for the Approved Purpose on the terms and conditions set out in this Agreement.

TERMS OF AGREEMENT

IT IS AGREED as follows:

1. **DEFINITIONS**

- 1.1. In this Agreement, the following expressions shall have the following meanings:

Agreement means this document, including any schedule or annexure to it, as it may be amended from time to time in accordance with this Agreement.

ASVB Intellectual Property means any and all Intellectual Property Rights in relation to the ASVB Trade Marks, Primary Benefit Values, ASVB Value Calculator App and any associated user guides, manuals and the right to keep Confidential Information confidential.

ASVB Trade Marks means the registered and unregistered trade marks, names and logos owned or controlled under licence by ASE which ASE authorises for use under this Agreement including the marks specified in Schedule 2.

ASVB Value Calculator means the website application available at <https://valuecalculator.asvb.com.au> which is used in conjunction with Primary Benefit Values and Secondary Benefit Values to calculate a cost benefit analysis and produce Impact Valuation Statements.

Business Day means every day other than a Saturday, a Sunday or a day that is an official holiday for any persons employed to work in the state of New South Wales, Australia.

Commencement Date is the date the Licensee clicks and accepts this Agreement online.

Confidential Information means all information in whatever form or however obtained (including any Know-How) which is supplied or disclosed or observed directly or indirectly in connection with, or arises out of the performance of, this Agreement, and includes the Primary Benefit Values, Secondary Benefit Values and ASVB Value Calculator, but excludes any of:

- (a) such information after it becomes lawfully known to the public at large (other than as a direct or indirect consequence of any disclosure of that information by the recipient or any of its Personnel in breach of clause 7);
- (b) such information already in the possession of the recipient or its Personnel which is not already subject to a contractual, statutory or common law obligation of confidence; or
- (c) such information received by a recipient from a third person legally entitled to possess such information and provide it to that recipient without an obligation of confidence whether contractual, statutory or existing at common law.

Goodwill means all goodwill of or pertaining to ASE's business and the ASVB Intellectual Property.

Impact Valuation Statement means a report generated through the online ASVB Value Calculator, which has used Primary Benefit Values and/or Secondary Benefit Values to calculate the value of the social impact created by a program using cost benefit analysis.

Improvement means any modification, development or improvement to the whole or any part of any of the ASVB Intellectual Property that is acquired, conceived or reduced to practice by or on behalf of any of ASE and Licensee during the Term.

Intellectual Property Rights means all statutory and other rights in and to copyright (including future copyright and rights in the nature of analogous to copyright), and all neighbouring rights, all rights in relation to inventions, including patent rights, innovation patent rights, registered and unregistered trade marks (including service marks), trade, business, company names or internet domain names, registered and unregistered designs, the right to keep Confidential Information confidential, circuit layouts and all other rights resulting from intellectual activities in the industrial, scientific, literary, music, dramatic or artistic fields throughout the world whether subsisting now or in the future and includes any developments or improvements or modifications to any equipment, software, technology, processes, methods or techniques and the right to apply for and be registered as the owner of any such rights anywhere in the world.

Know-How means all current and future scientific, technical, commercial and practical knowledge, experience, trade secrets and Confidential or other information relevant to the ASVB Intellectual Property.

Licence means the Licence granted by this Agreement.

Licence Fee means the amount specified in Item 2 of Schedule 1.

Licensee means the party named in the online application for access to the ASVB Value Calculator to which this Agreement relates.

Party and **Parties** means ASE and Licensee and, as the context requires, either one of them.

Personnel means the directors, officers, employees, agents and consultants of an entity.

Primary Benefit Values means the value of the impact to an individual's wellbeing and quality of life, where the non-financial outcomes have been valued using the Wellbeing Valuation methodology and the financial outcomes have been valued through the uplift in post-tax income.

Secondary Benefit Values means the changes in government resources, including a reduction in government expenditure and increase in tax receipts, resulting from individuals achieving outcomes.

Term means twelve (12) months from the Commencement Date.

Territory means the area specified in Item 1 of Schedule 1.

Wellbeing Valuation Methodology means estimating the impact of the good or service and income on people's self-reported wellbeing and using these estimates to calculate the exact amount of money that would produce the equivalent impact on wellbeing.

1.2. The following rules apply unless the context requires otherwise:

- (a) The singular includes the plural and conversely.
- (b) A gender includes all genders.
- (c) A reference to a person, corporation, trust, partnership, unincorporated body or other entity includes any of them.
- (d) A reference to a Clause or a Schedule is a reference to a clause of or a schedule to this Agreement.
- (e) A reference to a party to this Agreement or another agreement or document includes the party's successors and permitted substitutes or assigns.
- (f) A reference to "dollars" and "\$" is to Australian currency.

2. **GRANT OF LICENCE**

2.1. Subject to the terms of this Agreement, ASE grants Licensee and Licensee accepts a licence to access and use the ASVB Intellectual Property for the Approved Purpose, within the Territory, during the Term (the **Licence**).

2.2. The Licensee must not sub-license any of its rights under this Agreement without the prior written consent of ASE, which may be withheld at ASE's discretion. Any sub-license approved by ASE must be on the same terms and conditions as this Agreement.

2.3. The grant of Licence is not exclusive to Licensee and ASE may use any of the ASVB Intellectual Property in any manner it considers appropriate in the Territory or otherwise.

3. **TERM**

3.1. This Agreement commences on the Commencement Date and continues for the Term unless terminated earlier in accordance with Clause 13.

4. **LICENCE FEE**

4.1. In consideration of the Licence granted in Clause 2, Licensee must pay the Licence Fee on or before the Commencement Date.

4.2. Licensee shall pay to ASE the Licence Fee, in accordance with item 2 of Schedule 1 of this Agreement.

5. **LICENSEE'S OBLIGATIONS**

5.1. Licensee must:

- (a) use the ASVB Intellectual Property in a competent and professional manner in order to protect and increase the Goodwill;
- (b) use the ASVB Intellectual Property in accordance with ASE's reasonable directions and any directions prescribed by ASE from time to time during the Term;
- (c) ensure the ASVB Value Calculator methodology applied to the Primary and/or Secondary Benefit Values is in accordance with any user guidelines or manuals provided by ASE, including clearly stating any assumptions made in applying the methodology;
- (d) ensure any and all Licensee Personnel comply with the terms and conditions of use of ASVB Intellectual Property as set out in this Agreement;
- (e) use the Trade Marks only in the manner appearing in Schedule 2 of this Agreement or as otherwise agreed with ASE from time to time;
- (f) comply with any and all ASVB Value Calculator website terms and conditions;
- (g) comply with all applicable laws and regulations in the country, state and locality in which Licensee carries out the Approved Purpose; and
- (h) obtain all appropriate and applicable government approvals necessary to carry out the Approved Purpose.

5.2. Licensee may publish:

- (a) Impact Valuation Statements generated using the ASVB Value Calculator; or
- (b) social impact analysis reports that utilise Primary Benefit Values and or Secondary Benefit Values,

but only where the appropriate Intellectual Property Notice, as set out in Item 4 of Schedule 1, is clearly provided and where the actual Primary Benefit Values or Secondary Benefit Values are not published.

5.3. Licensee must not:

- (a) notwithstanding clause 5.2, publish Primary Benefit Values in any publicly available publication;
- (b) use the ASVB Intellectual Property in any way which dilutes, disparages or is detrimental to any of the ASVB Intellectual Property or the Goodwill, or which would bring ASE or any of the ASVB Intellectual Property or the Goodwill into disrepute;
- (c) modify or alter or otherwise attempt to make Improvements to any of the ASVB Intellectual Property without the prior written consent of ASE, which may be withheld at ASE's discretion;
- (d) unless authorised by law, reverse engineer or make attempts to reverse engineer or engage a third party to reverse engineer any of the ASVB Intellectual Property;
- (e) in any manner describe him or her or itself or hold him or her or itself out as the agent of ASE or represent that it has the capacity to bind ASE in any contract;
- (f) register or attempt to register any trade mark, business name, domain name, which incorporates the ASVB Intellectual Property anywhere in the world; and

- (g) use in its business any other mark or logo which is similar to or substantially similar to any of the ASE Trade Marks as likely to cause deception or confusion.

6. **OWNERSHIP OF INTELLECTUAL PROPERTY**

6.1. Licensee acknowledges and accepts that:

- (a) ASE is the owner or licensee of the ASVB Intellectual Property and any and all Improvements to any of the ASVB Intellectual Property;
- (b) nothing in this agreement gives Licensee any right, title or interest in the ASVB Intellectual Property or any Improvements, other than the right to use the ASVB Intellectual Property as permitted in this Agreement.

6.2. Licensee must not:

- (a) seek to invalidate the ASVB Intellectual Property or challenge ASE's right, title or interest in the ASVB Intellectual Property;
- (b) oppose any application for registration of the Trade Marks or support any application to remove any Trade Mark as a registered Trade Mark; and
- (c) assist any other person directly or indirectly in any of the above acts.

6.3. Unless otherwise agreed in writing, Licensee must whenever any of the ASVB Intellectual Property is used accompany such use with a prominent notice, in the form prescribed in Item 4 of Schedule 1, stating that the ASVB Intellectual Property is used under license from ASE.

7. **CONFIDENTIALITY**

7.1. Except as stated in this Agreement, each party must not and must not permit any of its Personnel to disclose any Confidential Information to any person, other than its professional advisers or as required by law, without the prior written consent of the party to whom the Confidential Information relates.

7.2. Licensee will keep any and all of the Confidential Information of ASE confidential and will not disclose it to any third party or use it otherwise than:

- (a) for the purpose of the Agreement;
- (b) as authorised in writing by ASE;
- (c) as required under applicable law, but only if Licensee has given ASE all available notice to enable ASE to attempt to remove that requirement and Licensee only discloses the minimum information required; or
- (d) by way of disclosure to its professional advisors who have agreed to keep the Confidential Information confidential.

7.3. Licensee will not copy any document containing the Confidential Information of ASE except as necessary to perform the Agreement.

7.4. Licensee acknowledges and agrees that:

- (a) if Licensee breaches this clause 7 in relation to the Confidential Information of ASE, then ASE may suffer loss or damage as a result of that breach for which monetary remedies would not be adequate; and

- (b) if Licensee attempts to breach or threatens to breach this clause 7 in relation to the Confidential Information of ASE, then ASE may seek injunctive relief including an injunction restraining Licensee from committing any breach of this Agreement without the necessity of proving that any actual loss or damages has been sustained or is likely to be sustained by ASE.

8. INFRINGEMENT OF INTELLECTUAL PROPERTY

- 8.1. ASE warrants that to the best of its knowledge and belief the rights granted under the Licence and the ASVB Intellectual Property do not infringe the intellectual property rights of any third party in the Territory.
- 8.2. Licensee must immediately notify ASE in writing of:
 - (a) any claim by any person that the use of the ASVB Intellectual Property infringes the intellectual property rights of a third party;
 - (b) any claim by any person of any rights to any of the ASVB Intellectual Property; and
 - (c) any actual, suspected or anticipated infringement of the ASVB Intellectual Property that comes to the attention of Licensee.
- 8.3. Licensee must not, without the prior written consent of ASE, institute any proceedings in respect of any infringement of any of the ASVB Intellectual Property.
- 8.4. ASE is under no obligation to institute or defend any legal proceedings whether for infringement of or otherwise relating to any of the ASVB Intellectual Property.
- 8.5. If ASE commences any legal proceeding in respect of any infringement of the ASVB Intellectual Property, Licensee will do all things and give all reasonable assistance as reasonably may be required to assist ASE in that proceeding. The costs and expenses of such proceeding and any damages or compensation arising from that proceeding will be paid by ASE and held solely for the benefit of ASE.

9. INSPECTION BY ASE

- 9.1. Licensee will keep full, true and accurate records and books of account containing all particulars which may be necessary to verify Licensee's appropriate use of any of the ASVB Intellectual Property and to calculate the Licence Fee payable to ASE.
- 9.2. ASE may inspect and take copies of the records and books and the supporting data at all reasonable times on not less than 3 Business Days notice to Licensee.
- 9.3. ASE may appoint an agent to do the things referred to in clauses 9.1 and 9.2.
- 9.4. The cost of carrying out the matters referred to in this clause 9 will be at the sole expense of ASE unless anything under clause 9.2 discloses a discrepancy of 5 percent or more in the Licence Fee payable in which case the cost of carrying out the matters in this clause 10 will be payable and paid by Licensee.

10. WARRANTIES

- 10.1. Each Party warrants that:
 - (a) it has authority and ability to enter and to perform its obligations under this Agreement;

- (b) it is authorised by all necessary government and other agencies and authorities to perform its obligations under this Agreement and will continue to be authorised to perform this Agreement.

10.2. Subject to clauses 7.2(a) – (d), Licensee warrants that it will keep all Confidential Information confidential and will not provide any of the Primary Benefit Values or Secondary Benefit Values to any third party other than the Approved Entities as are defined in this Agreement.

11. **INDEMNITY**

11.1. ASE will at all times indemnify and keep indemnified any of Licensee and Licensee's Personnel from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of Licensee or Licensee's Personnel arising from any claim, demand, suit, action or proceeding by any person against any of Licensee or Licensee's Personnel where such loss or liability arose out of, in connection with or in respect of:

- (a) any breach of the Agreement by ASE; or
- (b) any infringement or alleged infringement of the rights, including any Intellectual Property Rights, of any person occurring by the use of the ASVB Intellectual Property in accordance with this Agreement.

11.2. Licensee will at all times indemnify and keep indemnified any of ASE and ASE's Personnel from and against any loss (including reasonable legal costs and expenses) or liability incurred by any of ASE or ASE's Personnel arising from any claim, demand, suit, action or proceeding by any person against any of ASE or ASE's Personnel where such loss or liability arose out of, in connection with or in respect of:

- (a) any use of the ASVB Intellectual Property by Licensee or Licensee's Personnel, or Approved Entities; or
- (b) any other breach of the Agreement by Licensee.

12. **TERMINATION**

12.1. In addition to any other rights the Parties may have under this Agreement, either Party may terminate the Licence by written notice to the other Party in any of the following circumstances:

- (a) a Party is in breach of any term of this Agreement and that Party fails to remedy the breach within 14 days after receipt of a notice in writing from the other Party requiring it to do so; or
- (b) a Party commits any repeated or persistent breaches of this Agreement.

12.2. In addition to the rights in clause 12.1, ASE may terminate the Licence by written notice to Licensee where:

- (a) Licensee uses the ASVB Intellectual Property in any way which would bring ASE or the ASVB Intellectual Property or the Goodwill into disrepute or which dilutes, disparages or is detrimental to the ASVB Intellectual Property or the Goodwill.

12.3. Where Licensee is in breach of any term of this Agreement, ASE may instantly suspend Licensee's access to the ASVB Value Calculator until such breach is remedied.

12.4. The termination or expiration of this Agreement does not affect any right of action or other remedy which ASE has before termination or expiry in respect of any prior breach of any of the terms and conditions of this Agreement, including any breach which is the ground of termination.

13. EFFECT OF TERMINATION OR EXPIRATION

13.1. Upon expiration or lawful termination of this Agreement, Licensee's access to the ASVB Value Calculator will be cancelled.

13.2. Upon expiration or lawful termination of this Agreement:

(a) The rights granted to Licensee to use the ASVB Intellectual Property immediately revert to ASE; and

(b) The Licensee must immediately:

i. at its own cost, destroy or deliver to ASE (at the election of ASE) any manuals, instructions, notes, writings or other documents referring to the Confidential Information of ASE; and

ii. notwithstanding clause 13.2, cease to use all ASVB Intellectual Property and Confidential Information of ASE, including the Primary Benefit Values, Secondary Benefit Values and ASVB Value Calculator.

13.3. Upon expiration or lawful termination of this Agreement, Licensee and any Approved Entities may continue to use any Impact Valuation Statements provided:

(a) no Confidential Information of ASE is disclosed in any such reports or publications, other than as permitted by clause 5.2 of this Agreement; and

(b) any such reports or publications clearly state the date and licence number of the values used in the calculations upon which the reports or publications rely.

13.4. The rights and obligations under Clauses 6, 7, 8, 11 and 18.3 and this clause 13.3 survive termination this agreement.

13.5. Notwithstanding Clauses 13.2 and 13.3 this Agreement does not imply any future obligations, including but not limited to the further development of Primary Benefit Values, Secondary Benefit Values or licence arrangement, between the Parties.

14. GST

14.1. The parties acknowledge that all amounts payable under or in connection with this Agreement are expressed on a GST exclusive basis.

14.2. If any supply made under this Agreement is a taxable supply, the recipient must pay to the supplier, in respect of that taxable supply, an additional amount equal to the GST payable by the supplier in respect of that taxable supply.

14.3. The recipient must pay the amount payable under clause 15.2 at the same time as payment must be made for the taxable supply, provided the supplier has given the recipient a Tax Invoice for that payment stating the amount of GST paid or payable by the supplier in respect of the supply to which the Tax Invoice relates.

14.4. Words or expressions, including the term "Tax Invoice", used in this clause 15, which are defined in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth), have the same meaning in this clause 15.

15. **ASSIGNMENT**

15.1. ASE may assign or novate all or any part of its rights, interests obligations or liabilities under this Agreement by assignment or novation without the prior written consent of Licensee.

15.2. Licensee may not assign or novate to a third party any of Licensee's rights, interest, obligations or liabilities under this Agreement without the prior written consent of ASE, which consent ASE may withhold in its absolute discretion.

16. **NOTICES**

16.1. Any notice to be given by one party to the other under this Agreement shall be in writing.

16.2. In addition to any other method of service provided by law, a Notice may be:

- (a) sent by post to the address of the addressee;
- (b) sent by facsimile to the facsimile number of the addressee;
- (c) sent by electronic mail to the electronic mail address of the addressee;
- (d) delivered at the address of the addressee,

set out in Item 3 of Schedule 1 to this Agreement or subsequently notified by the party.

16.3. A notice must be treated as given and received:

- (a) if sent by post, on the second Business Day (at the address to which it is posted) after posting;
- (b) if sent by facsimile or electronic mail before 5 p.m. on a Business Day at the place of receipt, on the day it is sent and otherwise on the next Business Day at the place of receipt;
- (c) if otherwise delivered before 5 p.m. on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.

16.4. Any Notice by a party may be given and may be signed by its solicitor.

17. **COSTS**

17.1. Each of the parties will pay their own legal and accounting costs of and incidental to the preparation, execution and stamping of this Agreement.

18. **GENERAL CLAUSES**

18.1. Each party must promptly at its own cost do all things (including executing all documents) necessary or desirable to give full effect to this Agreement.

18.2. If anything in this Agreement is unenforceable, illegal or void then it is severed and the rest of this Agreement remains in force.

- 18.3. This Agreement is governed by the laws of New South Wales and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia.
- 18.4. This Agreement is the entire agreement and understanding between the parties on everything connected with its subject matter, and supersedes any prior agreement or understanding on anything connected with that subject matter.
- 18.5. Any amendment or variation to this Agreement is not effective unless it is in writing and signed by the Parties.
- 18.6. This Agreement may be executed in any number of counterparts. The Agreement is binding on the exchange or executed counterparts.
- 18.7. This Agreement does not create any partnership, joint venture or agency relationship between the parties.
- 18.8. No Waiver (whether expressed or implied) by ASE of any breach by Licensee of any of its obligations under this Agreement shall be deemed to constitute a waiver or consent to any other breach by Licensee of any such obligations.


SCHEDULE 1

Item	Term	Detail
1.	Territory	Australia
2.	Licence Fee	<p>For Government departments or very large for-profit businesses with an annual revenue greater than \$100 million the annual Licence Fee is \$40,000, and for not-for-profit businesses the annual Licence Fee is \$34,000.</p> <p>For large for-profit businesses with an annual revenue between \$50 million and \$100 million the annual Licence Fee is \$17,000, and for not-for-profit businesses the annual Licence Fee is \$14,450</p> <p>For medium for-profit businesses with an annual revenue between \$15 million and \$50 million the annual Licence Fee is \$9,000, and for not-for-profit businesses the annual Licence Fee is \$7,650.</p> <p>For small for-profit businesses with an annual revenue less than \$15 million the annual Licence Fee is \$5,000, and for not-for-profit businesses the annual Licence Fee is \$4,250.</p> <p>Micro for-profit businesses with an annual revenue less than \$1.5 million are eligible to apply for a subsidy which will cover 50% of their annual Licence Fee which will then cost \$2,500.</p> <p>Micro not-for-profit businesses with an annual revenue less than \$1.5 million are eligible to apply for a grant which waive the cost of the annual Licence Fee.</p>
3.	Parties Addresses for Notice	<p>Alliance Social Enterprises Company Limited</p> <p>Address: 17/93 Faulkner St, Armidale NSW 2350</p> <p>Email: info@asvb.com.au</p> <p>Licensee</p> <p>Address as provided on the online application for access to the ASVB Value Calculator to which this Agreement relates.</p>
4.	Intellectual Property Notice	<p>'The values used in these calculations, provided by the Australian Social Value Bank, are owned by Alliance Social Enterprises (www.asvb.com.au). They have been produced by Simetrica, using best practice methodology for policy evaluation. These values are <i>used under Licence # [XXXXXXX] with expiry date [XX/XX/20XX].</i></p>

Item	Term	Detail
		

SCHEDULE 2

ASE Trade Marks

Trade Mark Number	Trade Mark	Classes	Owner	Country	Filing Date
1854434		9: data files 35: data analytics services 41: educational services	Alliance Social Enterprises Company Ltd	Australia	26 June 2017

By clicking “I accept” you acknowledge and agree that you are the Licensee and have fully read and understood, and will be legally bound by, the terms and conditions as set out in this Agreement.