



Licence Agreement and Terms & Conditions

DATE: as denoted on the relevant invoice supply date

- (1) **THE LEARNING COMPANY UK.COM LIMITED** whose registered office is situate at 19 Copperwood Runcorn Cheshire WA7 6UP ("the Licensor").
- (2) The Licensee: licence purchaser as denoted on relevant invoice of supply.

(A) The Licensor is proprietor of and beneficially entitled to the copyright and all other rights of a like nature conferred in the United Kingdom and throughout the world in the Works more fully described in Clause 1 of this licence.

(B) The Licensor is willing to grant a licence to the Licensee to reproduce/print the Works for use as training materials in training candidates provided always that the Licensee shall not sell, give or transmit the works or copies of the works or any licences in respect of the works to any third party.

1 DEFINITIONS

1.1 In this Agreement the following expressions shall have the following meanings unless the context otherwise requires:

'Developments'	Any modification, improvement or amendment to the Works devised or developed by the Licensor either before or during the term of this licence or the recognised NOS; such activity will normally be at intervals of 12 months but at all times at the discretion of the Licensor.
Rights	The non-exclusive right by way of licence to distribute or print or allow access to the works by licence as denoted via relevant invoice of supply.
'NOS'	National Occupational Standards, the NVQ standards and their present currency, normally 3 years.
'Works'	Those literary works produced by The Learning Company UK. Com Ltd, more particularly: Learning and evidence generating units to support the NVQ Level 2 & 3.

All the materials in The Learning Company UK, Com Ltd publication(s) as denoted via the invoice of supply. Where level 3 or specialist resources are not referred to on the relevant invoice of supply these invoiced of supply refer only to level 2 resources.

2 LICENCE

- 2.1 In the consideration of the payment by the Licensee of the 12 month licence fee as denoted via the relevant invoice of supply the Licensor as beneficial owner the Licensor hereby grants to the Licensee a licence for the duration of 12 months (and continue for a minimum of 2 years or until the NOS changes) from the date of purchase to reproduce the Works in the United Kingdom for learners undertaking or wishing to undertake NVQs employing the Developments, provided always that the Licensee shall not sell, give or transmit the works or copies of the works or any licences in respect of the works to any third party.
- 2.2 The Licensor shall furnish the Works to the Licensee in text based PDF or word format as denoted via the relevant invoice of supply within seven days of payment being received by the Licensor. The licensor shall apply the licensee's logo to all works.

3 DURATION

This Agreement shall commence on the date first before written and shall continue in force for 1 year(minimum duration 2 years or until the NOS changes) or until terminated by either party giving to the other at least twelve months' notice in writing.

4 COPYRIGHT NOTICES & DEALINGS

- 4.1 All the works shall bear wording to the effect that they are reproduced under licence from the Licensor, and shall carry the notice required by the provisions of the Universal Copyright Convention that the works are the copyright of The Learning Company UK. Com Ltd.
- 4.2 The Licensee shall not assign any of the rights except with the prior written consent of the Licensor.
- 4.3 The Licensee shall not sub-licence any of the rights except with the prior written consent of the Licensor.
- 4.4 The Licensee shall not allow the works to be used by employees or former employees for any purpose other than in connection with the training or education of the Licensee's learners.
- 4.5 The Licensee agrees that the use of the works will at all times be in accordance with all provisions of this agreement for the period of copyright in the works.

- 4.6 The Licensee agrees to pay to the Licensor all costs and reasonable expenses incurred by the Licensor in the recovery of fees due in the event that the Licensee breaches this agreement.
- 4.7 The Licensee agrees to pay continuing 12 monthly license fees to The Learning Company for a minimum 2 year period or until the NOS changes where the licensee wishes to continue to use the works to support learners after the end date of this current licence.
- 4.8 The licensee agrees that they will not use the works to support learners after they have failed to renew the licence or beyond the end date of the current licence
- 4.9 The licensee agrees that at any time during or after the termination of the licence agreement that they will allow the licensor access to current and prior learners(either directly or remotely, if remotely a 10% sample is required) for the purpose of audit and to confirm that the licensee is abiding by copyright laws and the terms and conditions of this agreement
- 4.10 The licensee agrees that should they be found to be in breach of copyright or unauthorized licenced use of the works that they will reimburse the licensor with the full cost for the development of the works that relate to any prior or current licence held by the licensee

5 WARRANTIES

The Licensor warrants that it is the owner of the copyright in the Works, and the reproduction of the Works will not infringe the rights of any third parties.

6 MORAL RIGHTS

The Licensor warrants that the rights to be identified as defined in s. 77 of the Copyright, Designs and Patents Act 1988 has not been asserted by the author of the Works in any prior assignment of the Works and the Licensor is not aware of any other assertion of that right made by an instrument in writing by the author.

The Licensee shall procure that every copy of the works whether distributed/printed in full or otherwise shall bear a notice identifying the Licensor as the original publisher of the works.

7 ROYALTIES

The Licensee shall pay to the Licensor in consideration to the grant made in this Agreement the sum identified via the relevant purchase order of supply.

The Learning Company UK.Com Ltd reserves the right to alter and amend the costs of the works without prior notice to any party.

8 TERMINATION

Either party may terminate this Agreement without prejudice to its other remedies forthwith by notice in writing to the other if that other commits a breach of this Agreement; provided that if the breach is capable of remedy the notice shall only be given if the party in breach shall not have remedied the same within two months of having been given specifying the breach requiring it to be remedied.

Termination of this Agreement for whatever reason shall not affect the accrued rights of the parties arising in any way out of this Agreement as at the date of termination and in particular but without limitation the rights to recover damages from the other.

Upon termination of this Agreement for whatever reason the Licensee shall cease to reproduce the Works.

All provisions of this Agreement which in order to give effect to their meaning need to survive its termination shall remain in full force and effect thereafter.

This agreement is deemed to have been terminated by both parties forthwith on the occurrence of any of the following events:

- 1 The Licensee making any voluntary arrangements with their creditors or becoming subject to an administration order or having an order made against them or passing a resolution for its winding up or having a receiver or similar officer appointed over its assets or property or any part thereof.
- 2 The Licensee changing its corporate identity, merging with, taking over or being taken over by another corporate body.
- 3 The Licensee being the subject of a court order regarding breach of any copyright law in any part of the world.

Termination of this agreement for what ever reason shall not affect the accrued rights of the parties arising in any way out of this agreement as at the date termination and in particular but without limitation the right to recover damages from the other.

Upon the termination of this agreement for whatever reason the Licensee shall cease to make any use of the works and the rights therein save only with the Licensor's specific written permission.

All provisions of this agreement which in order to give effect to their meaning are needed to survive its termination shall remain in force and effect thereafter.

9 ASSIGNMENT

The Licensee may not assign, transfer, sub-contract or in any other manner make over to a third party the benefits or burdens of this Agreement and any purported assignment of this Agreement shall be deemed to be a breach of the Agreement.

10 ILLEGALITY

If any provision or term of this Agreement shall become or be declared illegal, invalid or unenforceable for any reason whatsoever such item or provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that if such deletion substantially affects or alters the commercial basis of this Agreement the parties shall negotiate in good faith to amend and modify the provisions and terms of this Agreement as may be necessary in the circumstances.

11 ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding of the parties and supersedes all prior oral or written agreements, understandings or arrangements between them relating to the subject matter of the Agreement. Neither party shall be entitled to rely on any agreement, understanding or arrangement which is not expressly contained in this Agreement and no change may be made to it except in writing signed by duly authorised representatives of both parties.

12 NOTICE

Any notice or other document to be given under this Agreement shall be in writing and shall be deemed to have been duly given if left or sent by hand or registered post; or by facsimile to a party at the address, or facsimile number set out below for such party or such other address as one party may from time to time designate by written notice to the other.

Any such notice or other document shall be deemed to have been received by the addressee three working days following the date of dispatch if the notice or other document is sent by registered post, or simultaneously with the delivery or transmission if sent by hand or if given by facsimile.

The Licensor's address for service is:

Address: 19 Copperwood
Runcorn
Cheshire
WA7 6UP

Fax: 01928

The Licensee's address for service is:

As identified via the relevant invoice of supply.

13 INTERPRETATION

- 13.1 The headings in this Agreement are inserted only for convenience and shall not affect its construction.
- 13.2 Where appropriate words denoting a singular number only shall include the plural and visa versa.
- 13.3 Reference to any statute or statutory provision includes a reference to the statute or statutory provision as from time to time amended, extended or re-enacted.

14 GOVERNING LAW AND JURISDICTION

The validity, construction and performance of this Agreement shall be governed by English Law and shall be subject to the exclusive jurisdiction of the High Court of Justice in England.