

PSCQ SEEDS Manual

How to apply for a license

1. Complete two copies of the license form and one copy of the remittance advice and post with payment to Health and Community Services Workforce Council
2. On receipt of the above documents, Health and Community Services Workforce Council will then post a tax invoice, a copy of the license and the SEEDS manual.

Licence Agreement

Dated:

BETWEEN

And

Health and Community Services Workforce
Council Incorporated

This Licence Agreement (this "Agreement") is made effective as of (the "Effective Date") between [Publisher, - Health and Community Services Workforce Council Incorporated, 303 Adelaide Street, Brisbane ISBN 978-0-646-53255-4 ("Licensor")]

And

RECITALS

- (a) The materials that are the subject of this Agreement consist of the published information known as Social and Emotional Early Development Strategy (SEEDS) Resource Manual which includes a CD Rom (hereinafter referred to as the "Licensed Materials"). The Licensed Material is owned by the Health and Community Services Workforce Council Incorporated (hereafter known as "the Licensor").
- (b) The Licensee and its Authorized Users acknowledge that the copyright and title to the Licensed Materials and any trademarks or service marks relating thereto remain with Licensor. Neither Licensee nor its Authorized Users shall have right, title or interest in the Licensed Materials except as expressly set forth in this Agreement.
- (c) The Licensee and its Authorized Users and the Licensor acknowledge that the copyright and title to the SEEDS MHP Framework rests with the State of Queensland (Queensland Health).
- (d) The Licensor hereby grants to Licensee non-exclusive use of the Licensed Materials and the right to provide the Licensed Materials to Authorized Users in accordance with this Agreement.

The Parties therefore agree as follows:

The Licensor will provide the Licensed Materials to the Licensee under the following conditions:

1. ECONOMIC RIGHTS

The Licensee does not have the right to derive an economic and financial benefit from the application of this licensed material.

2. REPRODUCTION RIGHTS

Licensee and Authorized Users may re-produce a reasonable portion of the Licensed Materials, up to a maximum of 70% in the preparation of training or other educational materials.

3. LICENCE IS NOT TRANSFERABLE

This license is issued for the exclusive use of this Licensed Material by the Licensee and the transfer or assignment of this license by the licensee to another organisation, person, (other than an organisational employee) contractor or agent of the Licensee is prohibited under this License Agreement.

4. RESTRICTIONS TO ON-SELLING AND UNAUTHORISED USE

The Licensee is prohibited under this License Agreement from selling any right or permitting any unauthorised use of the Licensed Material, which is the subject of this License Agreement.

5. APPLICATION & MODIFICATION

(a) Application

Application of this Training Product to suit the Licensee's requirements is agreed in accordance with the relevant Standards set down in the Australian Quality Training Framework.

(b) Modification

Modification of this Training Product in any way is not permitted other than with the prior written consent of the Workforce Council.

6. AUTHORISED USERS

For purposes of this Agreement, Authorised Persons are Persons Affiliated with the Licensee including full and part time employees of the Licensee and the organization of which it is a part, regardless of the physical location of such persons.

7. ENDORSEMENTS

The Licensee may not claim endorsement of the application of the Licensed Material. The Licensee may not display, affix or promote the Workforce Council Trademark or logo on any application materials without the prior written permission of the Executive Director, Workforce Council.

8. NO LIABILITY

The Workforce Council is not responsible for any liabilities incurred by the licensee.

10. INDEMNITY

The licensee hereby indemnifies the Workforce Council, its officers, employees, servants and agents from and against any and all loss, damage and expense arising from any claim, demand, action, suit or proceeding that may be made or bought by any person against the Workforce Council, its officers, employees, servants and agents for or in respect of personal injury to or death of any person or loss or damage arising out of or as a consequence of any default, unlawful act or omission or any negligence by the licensee, its employees or agents arising directly or indirectly as a result or in connection with the Licensee's exercise of its rights or performance of its obligations under this Agreement.

10. LICENSE FEE

A License Fee of **\$120** (GST Exclusive) shall be paid to the Workforce Council forthwith on the signing of this Agreement and shall cover the Licensee to use the Licensed Material for an indefinite period under the conditions of this Agreement.

11 BREACHES

The Workforce Council reserves the right to terminate this Agreement forthwith in the event of any breach of any of the terms and conditions of this License Agreement on the part of the Licensee not rectified within 30 days of receipt of written notice in that regard from the Workforce Council.

12. ACCEPTANCE OF A LICENCE

Acceptance of this License Agreement is confirmed by the signatures of the Principal of the Licensee organisation and of the Executive Director, Workforce Council.

13. APPLICABLE LAW

This agreement will be interpreted according to the laws of Queensland and the parties agree to submit to the non-exclusive jurisdiction of the courts of Queensland.

14. DISPUTE RESOLUTION

(a) The parties Hereto acknowledge and express a general willingness to negotiate a settlement of disputes in relation to this agreement, or concerning the performance or non-performance by either party of its obligations under this agreement, and will use their best endeavors to reach such settlement.

(b) The parties will seek to settle any dispute arising in connection with this Agreement by negotiation, meditation or conciliation.

SIGNED by

LICENSEE:

Name:

Position: _____

Signature: _____ Date:

WITNESS:

Name: _____

Signature: _____ Date:

WORKFORCE COUNCIL:

Name: _____

Position: _____

Signature: _____ Date:

WITNESS:

Name: _____

Signature: _____ Date:

HOW TO APPLY TO PURCHASE A SEEDS MANUAL

IF PAYING BY CREDIT CARD:

- COMPLETE TWO (2) COPIES OF THE LICENSE AGREEMENT BY FILLING IN ALL FIELDS
- FILL OUT THE REMITTANCE ADVICE FORM BELOW.
- POST THE TWO (2) ORIGINAL COPIES OF THE LICENSING AGREEMENT ALONG WITH THE REMITTANCE ADVICE TO:
**HEALTH & COMMUNITY SERVICES WORKFORCE COUNCIL,
GROUND FLOOR,
303 ADELAIDE ST, BRISBANE, QLD, 4000**
- A RECEIPT AND SIGNED LICENSE WILL BE SENT TO YOU WITH THE MANUAL

WE DO NOT ACCEPT CREDIT CARD PAYMENTS BY PHONE

IF PAYING BY CHEQUE OR MONEY ORDER:

- COMPLETE TWO (2) COPIES OF THE LICENSE AGREEMENT BY FILLING IN ALL FIELDS
- FILL OUT THE REMITTANCE ADVICE FORM BELOW AND SEND WITH CHEQUE OR MONEY ORDER MADE OUT TO: **HEALTH & COMMUNITY SERVICES WORKFORCE COUNCIL**, ALONG WITH THE TWO (2) ORIGINAL COPIES OF THE LICENSING AGREEMENT TO ADDRESS: **GROUND FLOOR, 303 ADELAIDE ST, BRISBANE, QLD, 4000.**
- A RECEIPT AND SIGNED LICENSE WILL BE SENT TO YOU WITH THE MANUAL

REMITTANCE ADVICE

PAYMENT TYPE: CREDIT CARD CHEQUE MONEY ORDER AMOUNT PAYABLE: \$ _____

YOUR NAME: _____ ORGANISATION NAME: _____

ORGANISATION POSTAL ADDRESS: _____

CREDIT CARD NUMBER: _____ EXPIRY DATE : ____ / ____

NAME ON CARD: _____

PHONE NUMBER: _____

CARD TYPE: VISA MASTERCARD

OFFICE USE ONLY: 1714

FOR MORE INFORMATION PLEASE EMAIL mcollie@workforce.org.au
TO FIND OUT MORE INFORMATION ABOUT ALL THINGS PSCQ AT WWW.PSCQ.ORG.AU or call 1800 112 585