

This licence agreement relates to the delivery of the Cool Kids Anxiety Program.

You must be trained and accredited to run the Cool Kids Anxiety Program and be acknowledged by the Centre for Emotional Health, Macquarie University, to be a Cool Kids Accredited Provider.

If you are not accredited, you are not permitted to deliver the Program.

Professionals who meet the qualification requirements to undertake the training and accreditation program can enrol through: openmq.com.au/course/CKAP01.

Licence Agreement (Terms and Conditions)

This Licence Agreement is made between you (**Licensee**) and Macquarie University (**Licensor**)
ABN 90 952 801 237 of Talavera Road, Macquarie Park, NSW, 2109

1) Definitions and interpretation

Commencement Date means the date you have received accreditation status.

Confidential Information means all information provided by one party to the other in connection with this Agreement where such information is identified as confidential at the time of its disclosure or ought reasonably be considered confidential based on its content, nature or the manner of its disclosure, but excluding:

- a) information that enters the public domain or is disclosed to a party by a third party, other than through a breach of this Agreement, and
- b) information developed independently by a party.

Documentation means any and all proprietary documentation made available to you by the Licensor for use with the Licensed Material, including any documentation available online.

Fees means those fees as detailed in Item 1 of Schedule 1.

Force Majeure Event means any event beyond the control of the relevant party.

GST has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth), or any other similar tax.

Intellectual Property Rights means all intellectual property rights, including all copyright, patents, trade marks, design rights, trade secrets, domain names, know how and other rights of a similar nature, whether registrable or not and whether registered or not, and any applications for registration or rights to make such an application.

Licensed Material means the Material as detailed in Item 2 of Schedule 1 owned by the Licensor and downloaded by you or delivered to you by the Licensor pursuant to this Agreement.

Moral Rights has the meaning given under the Copyright Act 1968 (Cth) and includes any similar rights existing in other countries.

Unless the context requires otherwise:

- a) a reference to a person includes a corporation or any other legal entity;
- b) the singular includes the plural and vice versa;
- c) headings are for convenience and do not form part of this Agreement or otherwise affect the interpretation of this Agreement;
- d) the term "includes" (or any similar term) means "includes without limitation"; and
- e) a reference to any statute includes references to any subsequently amended, consolidated or re-enacted version of that statute and all delegated legislation or other statutory instruments made under it.

2) Grant of Licence

- 2.1 The Licensor grants you a personal, non-exclusive, world-wide, non-transferable, licence to use the Licensed Material and the Documentation as a Cool Kids Accredited Provider with clients or their parent/guardian, provided the licensee has current Cool Kids Accreditation, subject to and in accordance with the terms and conditions set out in this Agreement. Upon acceptance of these terms and conditions we will provide you with a hard copy of the Licensed Material via the post or email you a link to download the Licensed Material.
- 2.2 You must:
 - a) ensure each client is provided with original workbook materials.
- 2.3 You must not:
 - a) photocopy any part of the Licensed Material;
 - b) use the Licensed Material for any purpose or in any manner other than as set out in clause 2.1;
 - c) use the Licensed Material in any way that could damage the reputation of the Licensor or the goodwill or other rights associated with the Licensed Material;
 - d) permit any third party to use the Licensed Material, other than the client or their parent/guardian;
 - e) make error corrections to or otherwise modify or adapt the Licensed Material or the Documentation or create any derivative works based upon the Material or the Documentation;
 - f) de-compile, disassemble or otherwise reverse engineer the Licensed Material or permit any third party to do so; or
 - g) modify or remove any copyright or proprietary notices on the Licensed Material or the Documentation.

3) Intellectual Property Rights

- 3.1 Nothing in this Agreement constitutes a transfer of any Intellectual Property Rights.

- 3.2 You acknowledge that the Licensor owns all Intellectual Property Rights in the Licensed Material.
- 3.3 You must not directly or indirectly do anything that would or might invalidate or put in dispute the Licensor's title in the Licensed Material or any of the Licensor's registered or unregistered trade marks (*Trade Marks*).
- 3.4 You must comply with the Licensor's reasonable usage guidelines and directions with respect to the Licensed Material and the Trade Marks as notified to you from time to time.

4) Payment

- 4.1. You must pay the Licensor the Fees.

5) GST

- 5.1. All amounts payable under this Agreement are expressed inclusive of GST.
- 5.2. In respect of any taxable supply, you must pay to the Licensor an additional amount equal to the prevailing GST rate, payable at the same time and in the same manner as the Fees, subject to the receipt by you of a valid tax invoice.

6) Audit

- 6.1 You must permit the Licensor (or its nominated auditor) to audit the records and premises of you at any time during the Term and for 3 years following the end of the Term, on at least 5 days' written notice, for the purpose of confirming your compliance with this Agreement.

7) Confidentiality

- 7.1 A party must not, without the prior written consent of the other, use or disclose the other party's Confidential Information unless expressly permitted by this Agreement or required to do so by law or any regulatory authority.
- 7.2 A party may:
 - a) use the Confidential Information of the other party solely for the purposes of complying with its obligations and exercising its rights under this Agreement; and
 - b) disclose the Confidential Information to its personnel or advisers to the extent necessary for them to know the information for purposes related to this Agreement, but only if reasonable steps are taken to ensure that the confidentiality of the information is retained.
- 7.3 Each party must implement and maintain effective security measures to prevent unauthorised use and disclosure of the other party's Confidential Information whilst it is in the receiving party's possession or control.
- 7.4 Each party must return, or at the other party's option destroy, all Confidential Information of the disclosing party in the receiving party's possession or control, on the earlier of the Licensor's request or on termination of this Agreement for any reason.

8) Liability

- 8.1 To the full extent permitted by law, the Licensor excludes all liability in respect of loss of data, interruption of business or any consequential or incidental damages.
- 8.2 To the full extent permitted by law, the Licensor excludes all representations, warranties or terms (whether express or implied) other than those expressly set out in this Agreement.
- 8.3 The Licensor's total aggregate liability for all claims relating to this Agreement is limited to the Fees payable under this Agreement.
- 8.4 Either party's liability for any claim relating to this Agreement will be reduced to the extent to which the other party contributed to the damage arising from the claim.
- 8.5 This Agreement is to be read subject to any legislation which prohibits or restricts the exclusion, restriction or modification of any implied warranties, conditions, guarantees or obligations. If such legislation applies, to the extent possible, the Licensor limits its liability in respect of any claim to, at the Licensor's option to the cost of supplying the licence again.

9) Termination

- 9.1 A party may terminate this Agreement by written notice to the other if any of the following events has occurred in respect of the other party:
 - a) a material breach of this Agreement which is not remediable or if capable of remedy, where the other party fails to remedy within 14 days of written notice;
 - b) an insolvency event occurs, other than an internal reconstruction with notice to the other party.

10) Consequences of Termination

- 10.1 If this Agreement is terminated or expires for any reason, then, in addition and without prejudice to any other rights or remedies available:
 - a) the parties are immediately released from their obligations under the Agreement except those obligations in clauses 6, 7, 8 and 10, and any other obligations that, by their nature, survive termination;
 - b) each party retains the claims it has against the other;
 - c) your right to use the Licensed Material and the Trade Marks immediately ceases and the licences granted under this Agreement terminate;
 - d) you must immediately remove all Licensed Material and Trade Marks from your computer.

11) General

- 11.1 You must not assign, sub licence or otherwise deal in any other way with any of its rights under this Agreement without the prior written consent of the Licensor.
- 11.2 Nothing contained in this Agreement creates any relationship of partnership or agency between the parties.

- 11.3 If a provision of this Agreement is invalid or unenforceable it is to be read down or severed to the extent necessary without affecting the validity or enforceability of the remaining provisions.
- 11.4 Each party must at its own expense do everything reasonably necessary to give full effect to this Agreement and the events contemplated by it.
- 11.5 This Agreement (and any documents executed in connection with it) is the entire Agreement of the parties about its subject matter and supersedes all other representations, arrangements or agreements. Other than as expressly set out in this Agreement, no party has relied on any representation made by or on behalf of the other.
- 11.6 This Agreement may be amended only by a document signed by all parties.
- 11.7 A provision of or a right under this Agreement may not be waived or varied except in writing signed by the person to be bound.
- 11.8 A party will not be responsible for a failure to comply with its obligations under this Agreement to the extent that failure is caused by a Force Majeure Event, provided that the party keeps the other closely informed in such circumstances and uses reasonable endeavours to rectify the situation.
- 11.9 Without limiting any other right to terminate under this Agreement, if a Force Majeure Event affects a party's performance under this Agreement for more than thirty (30) consecutive days, the other party may immediately terminate this Agreement by written notice.
- 11.10 All stamp duties and other government charges in relation to this Agreement must be paid by you.
- 11.11 This Agreement is governed by the laws of New South Wales and each party submits to the jurisdiction of the courts of New South Wales.

Schedule 1

Item 1 - Fees

The one off Licence Fee for the complete Cool Kids Anxiety Program 2nd Edition Kit is \$149.95 (RRP). The complete kit includes the following:

- 1 x Cool Kids Anxiety Program 2nd Edition - Therapist Manual
- 1 x Cool Kids Anxiety Program 2nd Edition - Child Workbook
- 1 x Cool Kids Anxiety Program 2nd Edition - Teen "Chilled" Workbook
- 1 x Cool Kids Anxiety Program 2nd Edition - Parent Workbook

The current prices for workbook sets are as follows:

- Cool Kids Anxiety Program 2nd Edition - Child Workbook and Parent Workbook set: \$49.95
- Cool Kids Anxiety Program 2nd Edition - Teen "Chilled" Workbook and Parent Workbook set: \$49.95

All prices are subject to change.

Item 2 - Licensed Material -

The Licensed Material includes the following Cool Kids Anxiety Program products:

- Cool Kids Anxiety Program 2nd Edition - Therapist Manual
- Cool Kids Anxiety Program 2nd Edition - Child Workbook
- Cool Kids Anxiety Program 2nd Edition - Teen "Chilled" Workbook
- Cool Kids Anxiety Program 2nd Edition - Parent Workbook
- Cool Kids Accreditation logo (only upon successful completion and confirmed status of Accreditation)



The following products are also covered by this agreement through 31 Dec 2020 when sales of these products will be discontinued:

- Cool Kids Therapist Manual
- Cool Kids Child Workbook
- Cool Kids Chilled Workbook
- Cool Kids Parent Workbook
- Cool Kids Chilled Parent Workbook