



*High-Performing People, Transforming Cultures*

### **Annual Licence Agreement**

1. Subject to the terms and conditions of this Annual Licence Agreement and on payment of the Licence Fee, OLEVI International Ltd (the “Licensor”) hereby grants to the Organisation (the “Licensee”), for the period of one calendar year from 1st September 2021 to 31st August 2022, or from the date of this Annual OLEVI Membership Licence Agreement as applicable (the “Term”), a licensed right to facilitate as many of the following Delegate Level Programmes (the “Programmes”) only from the licensed venue throughout the Term:
  - Creative Teacher Programme (CTP)
  - Outstanding Teacher Programme (OTP)
  - Outstanding Teaching Assistant Programme (OTAP)
  - Power of Coaching (POC)
  - Outstanding Leadership Programme (OLE)
  - Senior Outstanding Leadership Programme (SOLE)
2. This Annual Licence Agreement only applies to the Programmes that the Organisation is accredited to facilitate. Licensees wishing to facilitate additional programmes will require further training.
3. The Licensee will gain access to the appropriate official OLEVI resources through the OLEVI website.
4. The Licensee shall not use the Delegate Level Programme for any purpose other than as expressly permitted under the terms of this Annual Licence Agreement and if the Licensee wishes to use the Delegate Level Programme on or in connection with any other purpose it must be authorised to do so in a separate licence agreement.
5. The Licensor reserves the right itself to use and to licence to others to use the Delegate Level Programmes without recourse or notice to the Licensee.
6. In consideration of the Licensor granting the licence to the Licensee under clause 1, the Licensee shall pay to the Licensor the OLEVI Membership Licence Fee quoted in full on receipt of the invoice.
7. The Licence Fee is calculated based on the number of pupils at the Facilitation School.
8. The Licensee must agree to maintain the integrity of the Licensor by being responsible for ensuring that the Delegate Level Programmes are not used by a third party without the prior written consent of the Licensor.
9. The Licensee shall not do anything which would or might prejudice the Licensor’s rights in any of the Delegate Level Programmes or accompanying materials, or which might suggest that it has any title or interest in the Delegate Level Programmes other than the licence granted under this Annual Licence Agreement.
10. The Licensee shall not, and shall not permit or allow other to, use, edit, adapt, modify, alter, or make additions to the Programmes in any way which could be deemed obscene, defamatory, or otherwise unlawful.



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11. The Licensee shall ensure at all times that the Programmes and all materials related to such programmes are produced to a high quality and will comply with all applicable laws and regulations pertaining to copyright and the use of the Programmes.
12. The Programme and all related materials are strictly copyright protected and all rights are reserved.
13. The Programme and related materials are for the Licensee's sole use and must only be used for the specific programme commissioned through the Licensor.
14. The Programmes and any materials used (whether online or printed) must be branded correctly - always displaying the OLEVI logo and visibly state 'Copyright OLEVI© 2021-2022 used under licence with permission only.'
15. All marketing materials must show the OLEVI logo and refer to OLEVI within the programme descriptions.
16. The Licensor encourages each Licensee to follow its recommended programme structures (i.e., in respect of duration and number of sessions). However, adjustments can be made to tailor and create a bespoke Programme – to be agreed/authorised by the Licensor. If it is felt that the integrity and quality of Delegate Level Programmes offered is being undermined, the Licensor may at its full discretion refuse permission to any amendment.
17. The Licensee waives any moral rights granted by sections 77 – 89 of the Copyright, Designs and Patents Act 1988 (and any broadly equivalent rights granted anywhere else in the world) that may subsist in any adjustments made to the Programmes.
18. The Licensor reserves the right to carry out a chargeable Emergency Quality Assurance (EQA) visit with any Licensee during the Term of the Agreement in the event of a written complaint to the Licensor or that the evaluation forms have shown significant negativity toward the facilitation of the programme. The cost of the EQA visit is £625.00 + VAT with such cost to be payable by the Licensee on receipt of the invoice.
19. The maximum liability of the Licensor under this Agreement shall be the amount of fees received by it under this Agreement in any academic year. However, this limitation shall not apply to any liability for death or injury or for fraud.
20. The Licensee shall maintain the confidentiality of the Licensor's confidential information the Licensor to the Licensee and shall not use such confidential information except in a manner permitted by the Licensor.
21. Any breach of this Agreement may result in its termination by OLEVI International Ltd/Jariram Ltd with one week's written notice. This Agreement and any dispute or claim arising out of, or in connection with, it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and construed in accordance with, the laws of England and Wales. The courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.