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# Award Center Generic Sub Licence and Guidance

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The Duke of Edinburgh's International Award Foundation

August 2019  
Version: 1.0

[Insert Name of NAO]

### Award Centre Sub-Licence

Date from:

Date to:

The parties to the Licence:

[Insert the name of the NAO] (“The NAO” or “our”) and

[Insert the name and address of licensee and company/charity details (if any) or name and address of organisation ] (“The Award Centre” or “your”).

#### Overarching terms

- A. The terms used in this Licence are defined in Schedule [insert schedule number].
- B. This Licence shall, subject to satisfactory performance review or unless terminated under Clause 5 of the additional terms, last for a period of [insert term]. The parties may by written agreement extend the Term for a further period from the date of termination of this Licence, as stipulated by the NAO.
- C. [Phrases which are underlined and in bold are hyperlinks to other documents, which are incorporated into this Licence by reference.] – **[edit or delete as appropriate]**
- D. The NAO and Award Centre agree to comply with the terms of this Licence.

#### Award Centre’s Obligations

The Award Centre agrees to adhere to the following core terms and conditions

##### 1. Award Principles and National Legislation

The Award Centre must comply with:

- 1.1 the **Fundamental and Operational Principles of the Award** and the **Code of Practice**; and
- 1.2 the national legislation in the Location. In the event of any conflict between this licence or an Award Centre policy, document or guidance and a NAO policy, document or guideline, the Award Centre shall comply with whichever sets a higher standard or level of protection , but shall not be required to do so if such action or inaction would require a breach of legislation in the Location.

##### 2. Award Management

Generic Sub-licence

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The Award Centre will:

- 2.1 take every reasonable measure to deliver the Award in accordance with the NAO's requirements, and not to deviate from the licence Standards;
- 2.2 have an Award Policy, signed by a member of the Senior Management which shows the understanding of the **Fundamental and Operational Principles** of the Award and commitment to the strategic aims, vision and values of the NAO;
- 2.3 not advertise, or recruit or enrol Participants who are not formally associated with the Award Centre or establish any organisation for delivering the Award (outside of the Award Centre);
- 2.4 appoint an [Award Coordinator] to be responsible for the operation of the Award within the Award Centre. On the departure of the [Award Coordinator], the name of his or her successor must be notified promptly to the NAO;
- 2.5 provide clear role descriptions and responsibilities for key personnel delivering the Award, in accordance with [any guidance provided by the NAO to the Award Centre]; and
- 2.6 ensure all Awards submitted for authorisation are compliant with the guidance and expectations of the NAO.

### **3. Quality and Impact**

- 3.1 The Award Centre will submit to the NAO a report in accordance with the [NAO's guidelines] and any research initiative aims to measure the outcomes and impacts of the Award.
- 3.2 The Award Centre agrees that the NAO may publish all or parts of the report contemplated in clause 3.1 in perpetuity, and the Award Centre warrants that by doing so the NAO will not infringe any third party's rights.
- 3.3 The Award Centre will provide all co-operation materials and information to the NAO as reasonably requested.
- 3.4 The NAO at its own expense will carry out a review into the Award Centre's compliance with this Licence and its adopted Quality Assurance Processes and Procedures including onsite inspections of the Award Centre's premises on reasonable notice.

### **4. Adults delivering the Award**

- 4.1 The Award Centre must adhere to the NAO's **Adults Delivering the Award Policy**, as approved by the Foundation.
- 4.2 All adults working directly with young people must be:

- 4.2.1 16 yrs+ and/or consistent with the minimum age stipulated by national legislation;
- 4.2.2 Fully trained based on the NAO's stipulated requirements;
- 4.2.3 Appropriately vetted, based on the NAO guidelines and national legislation;
- 4.2.4 have signed a volunteers **Code of Conduct**.

## 5. Section Activities

The Award Centre will ensure that all Section Activities meet the requirements of the NAO as set out in the latest edition of the **International Award Handbook for Award Leaders** [or approved NAO specific handbook] and relevant guidance materials available on the **Award Community (or relevant NAO online guidance materials)**.

## 6. Liability and Insurance

- 6.1 The Award Centre will have and maintain reasonable and proper insurance in respect of its delivery of the Award and its obligations under this Licence.
- 6.2 If the Award Centre cannot maintain appropriate insurance, it will immediately notify the NAO in writing and the NAO may terminate this Licence immediately.
- 6.3 The Award Centre will not act in a manner that will bring the NAO, the Foundation or the Brand into disrepute.
- 6.4 The Award Centre acknowledges that this Licence is with the NAO (and not the Foundation), and that the Foundation is not responsible to, nor should be held liable by, the Award Centre for the performance of this Licence by the NAO or any losses related to this Licence or the Award.
- 6.5 The Award Centre agrees to indemnify the NAO and the Foundation from and against all claims, costs, loss, liabilities and demands (unless resulting from the negligence of the party claiming under the indemnity), which arise out of the act, breach, omission or negligence of the Award Centre, its agents or its sub-contractors in relation to this Licence and/or the Award.

## 7. Safeguarding and compliance with National Legislation

The Award Centre will:

- 7.1 The Award Centre must establish and maintain appropriate Safeguarding, Child Protection and Health and Safety policies that are consistent with and reflect all relevant national and international standards.
- 7.2 The Award Centre, as a minimum requirement, must ensure that the Safeguarding and Child Protection Policy is consistent with the NAO Safeguarding Policy.
- 7.3 In compliance with the NAO Serious Incident Reporting Policy, the Award Centre must report any serious incident, complaint and possible legal claim as per the NAO's policy.

## 8. Brand and Visual Identity

- 8.1 The Award Centre must comply with the NAO Branding Guidelines when using the Name, Logo and Materials as per Schedule [insert schedule number]

## 9. Financial Obligations

- 9.1 The Award Centre must maintain a sustainable funding plan for continued delivery of the Award.
- 9.2 The Award Centre will adhere to the [NAO's guidance] regarding the charges of fees for participants.
- 9.3 The Award Centre agrees to comply with [Payment Terms] as stipulated by the NAO at its absolute discretion (if fees are charged to participants).

## 10. Data Records & Information [for NAOs using the ORB]

- 10.1 The Award Centre must use the Online Record Book ("ORB") to administer and deliver the Award, as well as any other systems and technology provided by the NAO.
- 10.2 The parties acknowledge and understand that each party will act as a separate independent controller with respect to any personal data:
  - 10.2.1 entered into the ORB and/or generated by the ORB; and/or
  - 10.2.2 otherwise shared between the parties for the purposes of the Award
- 10.3 The Award Centre shall at all times comply with the NAO's Privacy Policy, as well as all applicable laws relating to the processing of personal data and data privacy ("**Data Privacy Laws**").
- 10.4 In the event the Data Privacy Laws applicable to one party conflicts with the Data Privacy Laws applicable to the other party, the requirements of the country that necessitates stricter or additional requirements to protect data subjects' privacy and personal data shall be applied.

10.5 Each party shall use reasonable endeavours to ensure that it does not act or omit to act in a way as to cause the other party to breach any of its obligations under Data Privacy Laws.

### **Signature Clause**

[Insert NAO registered name]

[Name and designation of signatory]

Signature

[Insert Award Centre registered name]

[Name and designation of signatory]

Signature

**Additional Terms and Conditions [Will require amendments based on relevant company charity law in country]**

**1. Rights**

- 1.1 Subject to the terms of this Licence the NAO grants the Award Centre a non-exclusive licence to use the Name, Logo and Materials for the purpose of running the Award from the Award Centre for the Term.
- 1.2 The Award Centre will not and will not permit any other person to:
  - 1.2.1 exploit or make any use of the Name, Logo or Materials or any confusingly similar mark to the Name or Logo, other than as set out in the Licence;
  - 1.2.2 act in a manner to indicate that the Award Centre has any right, title or interest in or to the ownership or use of the Name or Logo (or any confusingly similar marks) and/or the Materials, except as permitted under the terms of this Licence; and
  - 1.2.3 act in a manner that brings, or is likely to bring the Foundation, NAO, Award, Name, Logo or Materials into disrepute.
- 1.3 The Award Centre acknowledges the Name, Logo and Materials are the property of the Foundation.
- 1.4 The Award Centre will assist the NAO in maintaining and securing the Foundation's rights in the Name, Logo and Materials as requested by the NAO.
- 1.5 The Foundation and NAO may bring, defend or settle any proceedings in relation to the Name, Logo and/or Materials and may join the Award Centre in such action. In the event the Award Centre is joined in such action it will provide all co-operation, information and support to the Foundation/NAO as reasonably requested by the NAO. The Award Centre may not bring, defend or settle any proceedings in relation to the Name, Logo and/or Materials except with the NAO's prior written consent.
- 1.6 By entering into the Licence, the Award Centre assigns to the NAO (who will assign to the Foundation) the existing and future intellectual property rights in:
  - 1.6.1 the Database as updated from time to time by the Award Centre or on its behalf; and
  - 1.6.2 any translations, adaptations and modifications of the Materials which it creates or which are created on the Award Centre's behalf.
- 1.7 If the Award Centre shares any Award Specific Materials with the NAO, the Award Centre grants a non-exclusive, royalty-free, irrevocable and perpetual licence to the NAO to use the Award Specific Materials for any

purpose (including the sub-licensing of such materials).

- 1.8 Upon termination of this Licence, the NAO will cease to use materials (excluding Award Specific Materials) provided to the NAO.
- 1.9 The licence under paragraph 1.7 survives termination of this Licence for any reason.
- 1.10 The Award Centre warrants that use by the NAO or Foundation of the rights the Award Centre grants under this condition 1 will not breach any rights of third parties or any laws or regulations. This warranty survives termination of this Licence for any reason.

**2. Support Services**

- 2.1 The NAO will offer the Award Centre such Support Services as it deems appropriate from time to time during the Term.
- 2.2 The Award Centre will be under no obligation to accept or receive the Support Services except as set out in this Licence.
- 2.3 The Award Centre shall pay a fee for the Support Services in the amount and according to the terms of the ORB. The NAO may amend such terms at its absolute discretion [and notify such changes] to the Award Centre from time to time.

**3. Dispute resolution procedure**

If any dispute arises in connection with the Licence, either party may provide the other party with details in writing and request a meeting between a senior manager/Trustee of the NAO and a senior manager/governor of the Award Centre (or such other persons as the parties agree) who will endeavour to resolve the matters in dispute amicably as soon as possible.

**4. Term**

The Licence will continue until terminated under condition 5 below but will automatically terminate if the NAO's licence from the Foundation terminates.

**5. Termination**

- 5.1 The NAO may immediately terminate the Licence upon written notice to the Award Centre if:
  - 5.1.1 the Award Centre has materially or repeatedly breached the Licence;
  - 5.1.2 the Award Centre has brought, or is likely to bring, the Award and/or the NAO/Foundation into disrepute, in the opinion of the NAO;
  - 5.1.3 the Award Centre makes any arrangement with its creditors, becomes insolvent, subject to

- 5.1.4 receivership in respect of any assets or any admission order, or goes into liquidation or ceases, or threatens to cease, business; and/or the NAO terminates or intends to terminate its delivery of the Award.
- 5.2 In the event of the NAO Head Licence being terminated by the Foundation this Licence is automatically terminated. The Foundation may choose to work with the Award Centre to ensure participants are able to complete their Award.
- 5.3 The NAO may terminate the Licence if it is not financially viable for the NAO to continue to fulfil its obligations under the Licence on 6 months' written notice to the Award Centre.
- 5.4 The Award Centre may terminate the Licence at any time by giving one month's written notice to the NAO for any reason.
- 5.5 The NAO may terminate the Licence in accordance with clause 6.2.
- 6. Effect of termination**
- 6.1 On termination of the Licence for any reason the Award Centre shall:
- 6.1.1 immediately cease using the Name and Logo and recruiting new Participants;
- 6.1.2 return, cease using or destroy on the NAO's instruction any Materials or Award Centre Award Materials bearing the Name or Logo within 28 days from the termination date or in a time frame agreed between the NAO and Award Centre;
- 6.1.3 cease to use the Database and any of its data in any activity in a field related to, or which competes with, the Award; and
- 6.1.4 not undertake any activity in a field related to or which competes with the Award for six months after termination.
- 6.2 On termination of the Licence for any reason no part of the fees will become repayable by the NAO to the Award Centre and all provisions of the Licence will cease to have effect, except any provision which can reasonably be inferred as continuing or is expressly stated to continue after termination.
- 7. Confidentiality**
- The contents of the Licence and all information about, or provided by, either party which is obviously confidential or marked "confidential" shall not be disclosed to any third party other than to a party's professional advisers or as may be required by law or as may be agreed between the parties. This clause shall not extend to information which was already in the lawful possession of a party prior to the Licence (or its predecessor) or which is already public

knowledge or becomes so subsequently (other than as a result of a breach of this clause). The obligations of confidentiality under this clause shall survive termination of the Licence for any reason.

**8. Notices**

- 8.1 Any notice to be given by one party to the other under the Licence may be personally delivered, or sent by recorded delivery to the address of the other party as set out in the heading to the Licence, or as otherwise notified in writing; or by email to an email address notified in writing for the purpose of receiving notice under the Licence.
- 8.2 Any personally delivered or emailed notice will be deemed received on the day it was delivered or sent if it was delivered or sent on a working week day before 17:00, and otherwise on the next working week day of the recipient, (except where an out of office or undelivered message is received by the sender in which case notice is not validly given). Any recorded delivery notice will be deemed received on the day it was signed for by the recipient.

**9. Variation by agreement**

The Licence is the entire agreement between the Award Centre and NAO. The terms of the Licence may be modified or waived only by written agreement signed by both parties.

**10. Excluding third party rights**

The Licence does not (and does not purport to) confer any rights on any person who is not a party to the Licence, except to the extent that the NAO may enforce its rights under clause 3 and Conditions 1.3, 1.4, 1.5, 1.6 and 1.7.

**11. No partnership or agency**

Nothing in the Licence is intended to nor will it create any partnerships, joint venture or agency between the Award Centre and NAO.

**12. Execution in counterparts**

The Licence may be executed in counterparts (but will not be effective until each party has executed at least one counterpart), each of which, when executed, will be an original and which together will have the same effect as if each party had executed the same document.

**13. Non-waiver**

The waiver, delay, partial exercise or failure by a party to exercise any right or remedy under the Licence or by law will not be construed as a waiver of that party's rights or remedy.



- 14. Severance**  
Any illegality and/or unenforceability of any part of the Licence will not affect the legality or enforceability of the remainder of the Licence.
- 15. Force majeure**
- 15.1 Neither party will be liable for any delay in performing any of its obligations under the Licence if such delay is caused by a Force Majeure Event.
- 15.2 A party experiencing a Force Majeure Event will give the other party full particulars of the circumstances and use all reasonable endeavours to resume performance as soon as possible.
- 15.3 The NAO reserves the right to terminate the licence:
- 15.3.1 if a Force Majeure Event continues for longer than twelve weeks; or
- 15.3.2 if following a Force Majeure Event in the NAO's reasonable opinion the Award Centre does not satisfy the Standards.
- 16. No assignment**
- 16.1 Neither Party may assign or transfer or subcontract any of its rights, benefits or obligations under this Agreement without the prior written consent of the other Party.
- 17. Policies**
- 17.1 The Award Centre shall comply with all NAO Policies as amended and updated from time to time.
- 18. Governing law and jurisdiction**
- 18.1 This Licence and any dispute or claim arising out of it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of the Location.

## Schedule 1: Brand

The Award Centre will use the brand as per the Brand Guidelines provided by the National Award Operator in line with the brand guidelines provided by The Duke of Edinburgh's International Award Foundation. Contact the NAO for any information regarding Brand on (insert contact details in the NAO)

### Part 1a – National Award Operator Name and Logo

“insert correct name and logos for NAO as per the head licence”

Low resolution logo – not to be copied – put in NAO logo to replace below



### Part 1b – Award Centre Logo

The Award Centre will use the following Logo in its operations as relates to award activities and in line with the guidelines provided by the National Award Operator.

XXXX

## Part 2 – Stipulated use of the Name & Logo

The Award Centre will provide a prominent link of the NAO logo on its website and on the following publications as per the guidelines provided by the NAO.

- Annual review / report (if produced)
- Website homepage (if produced)
- Social media content
- Award Certificates

## Schedule 2 NAO Fees and Payment Policy

This schedule provides the payment terms between the **NAO** and the **Award Centre**, it will govern the period “**insert payment policy duration**”.

The Fees are as provided below: (**insert the fees breakdown, invoicing period and mode of payment**)

### Schedule 3: Definitions

<b>Adults Delivering the Award Policy</b>	A policy detailing the procedures and requirements relating to Adults involved in the delivery of the Award by the Foundation and NAO (and “ <b>Adults Delivering the Award</b> ” shall be construed accordingly).
<b>Award</b>	The Duke of Edinburgh’s International Award.
<b>Award Leader</b>	An adult appointed by an Award Centre, who is the contact and mentor for an Award Centre. The Award Leader is responsible for engaging young people in their Award Programme, inspiring, guiding and assisting them from start through to completion. The Award Leader can also be responsible for engaging and managing other volunteers. An Award Leader can undertake the roles of Activity Coach, Adventurous Journey Supervisor or Adventurous Journey Assessor if properly qualified.
<b>Award Principles</b>	The <b><u>Fundamental and Operational Principles</u></b> , part of the “International Agreements” enshrined within the IAA Memorandum of Understanding.
<b>Award Centre or Open Award Centre</b>	Usually a single entity in a single location, sub-licensed by a National Award Operator or Operating Partner, to operate the Award, run by a Coordinator. An Award Centre has an exclusive access policy while an Open Award Centre has an open access policy. Both can run multiple Award Groups/Units.
<b>Award Centre Policy/Guidelines</b>	A policy/guideline that sets out the Award Centre’s processes and requirements on various aspects of the delivery of the Award.
<b>Award Policy</b>	A NAO policy which provides the structure of the delivery of the Award in the Award Centre. It must be signed by a member of the Senior Management which shows the understanding of the Fundamental and Operational Principles of the Award and commitment to the strategic aims, vision and values of the NAO.
<b>Award Community</b>	The Foundation’s principal resource for adults in the Award, administered by the Foundation. It provides online training, news, information, a forum for discussion, contact links and other resources.
<b>Award Coordinator</b>	An adult volunteer or paid staff member who is the key contact at an Award Centre or Open Award Centre. The Coordinator is responsible for setting up and running the Award within the Centre, supporting Award Leaders, overseeing Award

Groups/Units and processing the authorisation of Awards. The Coordinator is often also an Award Leader or may take on the role of another adult Award volunteer.

<b>Award Specific Materials</b>	Such materials as are provided by the NAO to the Foundation from time to time in connection with the Award and any translations, adaptations and/or modifications of all or part of such materials developed by the NAO, or third parties appointed by the NAO at any time, but not including any photographs taken by the NAO or used by the NAO as part of such materials. For the avoidance of doubt, Award Specific Materials will include materials such as photographs and publicity materials developed by (or on behalf of) the NAO; but will not include translations, adaptations and modifications of the Materials developed by the NAO that are owned by the Foundation under the Standards Clause 6.4.
<b>NAO Branding Guidelines</b>	The NAOs branding guidelines in respect of the Name and Logo as may be notified to the Award Centre by the NAO from time to time.
<b>Bronze</b>	Refers to the first of three levels of The Duke of Edinburgh's International Award, comprising four sections and requiring a minimum of six months participation.
<b>Child Protection</b>	Child Protection is a term used to describe the activity that is undertaken to protect specific children who are suffering or likely to suffer significant harm. Child Protection is one aspect of Safeguarding.
<b>Code of Practice</b>	One of the "International Agreements" enshrined within the IAA Memorandum of Understanding. It ensures that all Operators, including National Award Operators, must: <ul style="list-style-type: none"> <li>• Maintain comparable standards of operating practice as advised by The Duke of Edinburgh's International Award.</li> <li>• Manage the Award fairly and impartially in all respects.</li> <li>• Ensure that the Award is open to all, subject to the age parameters.</li> </ul>
<b>Consent Form</b>	A form signed by a participant or adult in the Award allowing the NAO use of their images or testimonials.
<b>NAO reporting requirements</b>	This sets out the NAO reporting requirements for its Award Centres including statistics and research deliverables, as well as how the NAOs use data collected.
<b>Force Majeure Event</b>	Any event or circumstance beyond the control of a party including acts of war, acts of god, government action, riot and civil commotion but excluding labour dispute by a party's own staff, failure by any sub-contractor which has not itself suffered such an event or circumstance and any other event or circumstance that would have been avoided by the affected party acting with reasonable prudence and diligence.

<b>Foundation</b>	The Duke of Edinburgh's International Award Foundation a company limited by guarantee (company number 03666389) and a registered charity (charity number 1072453) whose registered office is at 7-11 St Matthew Street, London SW1P 2JT.
<b>NAO Privacy Policy</b>	The NAOs policy on using personal data and data privacy (and any issues arising from the use of personal data) which has been developed by the NAO and applies to the Award Centre.
<b>Fundamental Principles</b>	<p>Part of the "International Agreements" enshrined within the IAA Memorandum of Understanding The Fundamental Principles are:</p> <ul style="list-style-type: none"> <li>• The criterion for gaining a Duke of Edinburgh's Award is individual improvement through persistence and achievement, taking into account the participant's initial capabilities, and without any element of competition between participants</li> <li>• Participation is entirely voluntary and the individual participant has a completely free choice in the selection of locally available options within the four sections as specified under the Operational Principles</li> <li>• Subject to age parameters, the Award is open to all.</li> </ul>
<b>Gold</b>	Refers to the third of three levels of The Duke of Edinburgh's International Award, comprising four sections, a project and requiring a minimum of 18 months as a direct entrant or 12 months if the participant has achieved their Silver Award.
<b>International Handbook for Award Leaders</b>	The essential source of advice and guidance for Award Leaders, to help them run the Award effectively within their Award Centres or Groups.
<b>Licence</b>	This agreement, including its schedules.
<b>Location</b>	The location as specified on the front of this Licence.
<b>Logo</b>	The Logo and visual identity set out in Part 1 of Schedule 1 or as notified to the Award Centre by the NAO from time to time.
<b>Materials</b>	Those materials listed in schedule 1 and such other materials provided by the NAO to the Award Centre from time to time in connection with the Award and any translations, adaptations and/or modifications of all or part of such materials developed by the NAO.
<b>NAO</b>	The National Award Operator which is a party to this Licence.
<b>NAO policy /guidelines</b>	These document the NAOs requirements on various aspects of the delivery of the Award.
<b>Name</b>	<b>"The Duke of Edinburgh's International Award for young people"</b> and such variations as set out in this Licence or as may be notified to the Award Centre by the NAO from time to time.

<b>National Award Operator</b>	A national organisation licensed by the Foundation to operate the Award Programme, usually exclusively within a national territory, with limited powers to approve Awards and grant sub-licences, under the terms of a licence from the Foundation.
<b>Online Record Book (ORB)</b>	The digital system by which Award participants can record their activities and Award Leaders keep track of their progress through each section and level of the Award, before their submissions are assessed and achievement validated.
<b>Operational Guidelines</b>	Any operational guidelines applicable to the Award Programme as may be notified to the NAO by the Foundation from time to time.
<b>Operating Partner</b>	An organisation that is sub-licensed by a National Award Operator or licensed by the Foundation to manage the Award within a particular geographical or thematic area.
<b>Operator(s)</b>	A collective term for organisations or agencies which are licensed to operate or deliver the Award, for example National Award Operators, Independent Award Centres and/or Operating Partners.
<b>Participant(s)</b>	A young person who has registered with an Award Centre and is working towards achieving a level of The Duke of Edinburgh's International Award
<b>Quality Assurances processes and procedures</b>	The NAO's adopted quality assurance processes and procedures to ensure that they Award Centres maintain effective quality assurance in their operations.
<b>NAO Safeguarding Policy</b>	The NAO's policy as updated from time to time that sets out the practices and behaviour expected of all adults in the Award Centre, especially when it comes to ensuring the welfare of children, young people and vulnerable adults associated with the Award.
<b>NAO Serious Incident Reporting Policy</b>	The NAO's Serious Incident Reporting Policy as updated from time to time that sets out the procedure for National Award Operators to report alleged and serious incidents to the Foundation (once published).
<b>Silver</b>	Refers to the second of three levels of The Duke of Edinburgh's International Award, comprising four sections and requiring a minimum of 12 months as a direct entrant or six months if the participant has achieved Bronze.
<b>Standards</b>	The standards expected of the Award Centre as set out in clauses 1 to 10 of this Licence.
<b>Term</b>	The term of this Licence as set out in Clause 4 of the Additional Terms and Conditions of this Licence.





# Award Center

## Generic Sub Licence

Guidance note – tailoring of the  
sub licence

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The Duke of Edinburgh's  
International Award Foundation

August 2019  
Version: 1.0

## **Guidance notes for tailoring and implementing the Award Centre 'Generic' Sub-Licence**

### **Introduction**

The generic Award Centre sub-licence has been developed as part of the updated National Award Operator (NAO) licence and is a minimum baseline that all Operators will need to use for their directly licensed Award Centres.

This guidance note has been developed to assist NAOs in tailoring the sub-licence to work in any jurisdiction. A lawyer that understands the relevant national legislation must support the development and tailoring process.

Additional guidance and support is available for NAOs considering how best to manage and streamline the management of the licensing process from application through to account management.

### **Actions for developing the generic Award Centre licence**

The following actions and considerations should be noted when developing, tailoring and implementing the Award Centre within your jurisdiction:

1. Ensure that the licence agreement is dated appropriately. This date determines the term of this licence. Some NAOs date their licence agreements based on invoicing periods while other dates reflect date of issue of the document. The NAO need to agree a standardised approach on this and communicate this effectively to sub licencees.
2. The licencees in the licence agreement need to be duly registered legal entities in the NAO Location. The Licencees should provide documents of registration to the NAO as part of their due diligence exercise. In the event these registrations require to be renewed these need to be followed up in time as they can potentially affect the legitimacy of the licence agreement.
3. The terms used in the licence can be found in the Definitions schedule of the licence or within the Glossary published on the Online Learning Hub.
4. Documents that are in bold are hyperlinked, in the event your NAO prefers not to use this approach then an agreed form of providing these documents

to the Licencees needs to be agreed. For example, the documents can be attached as schedules or appendices to this licence.

5. The Licence Agreement needs to be read with the relevant national legislation to ensure that any conflicts in approach are identified and resolved. The standard text provided may not be suitable for use in your NAO and needs to be adapted to be suitable.
6. If the text of the documents through, policy or guidance are contrary to the National Legislation, the document that provides a higher standard or level of protection should be complied with.
7. The Licence agreement can be edited however, any such edits should not be in breach of the core standards of the licences, Fundamental and Operational Principles of the Award.
8. The Licence agreement should cover a specific location, namely the Award Center. Any extensions to this provision should be agreed to and documented by the NAO and Licencee.
9. The NAO needs to ensure any changes in leadership specifically around Award Coordination by the Licencee are reported.
10. Amendments to the additional terms
  - a. The additional terms and conditions require amendments based on the relevant charity law in the NAO.
  - b. The Term of the Licence needs to be provided on page one of the generic sub licence and cannot be longer than the duration of the licence with the Foundation and the NAO. In the event the licence with the Foundation terminates all NAO licences will automatically terminate.
11. Amendments to the schedules of the licence
  - a. Schedule 1
    - i. Part 1a – Insert the NAO logo as provided in the head licence
    - ii. Part 1b – Insert the logos the Award Centre will use in its operations as relates to award activities and in line with the

guidelines provided by the National Award Operator.

- iii. Award Materials – Edit the list of materials as appropriate
  - b. Schedule 2 – NAOs Fees and Payment Policy – insert the details of payment as applicable.
  - c. Additional schedules may be included as required.
- 12. Ensure that the any new terms added to the licence are defined within the definitions.

### **Developing NAO policies to support the sub-licence**

In order to ensure that your sub licence is suitable these are the key policy/ guidance documents that you will have to have in place for your Award Centre sub licence to be issued. This is to assist you in determining if you have the correct policy in place and/or if your current policies and guidance requires to be updated. The complete list of policies required are as follows:

1. Award authorisation guidance
2. Award Centre Policy
3. Award Community (Online Learning Hub (OLH)) or relevant NAO online guidance materials
4. Insurance guidance
5. International Handbook for Award Leaders (7th edition) / or approved NAO translation
6. NAO Branding guidelines
7. NAO Child Protection Policy
8. NAO Data and privacy policy
9. NAO Fees and Payment Policy (Including payment terms)
10. NAO Health and Safety Policy
11. NAO reporting guidelines
12. NAO Safeguarding policy
13. NAO Serious incident policy
14. NAO training model
15. NAO volunteer vetting guidance
16. NAO's Adults Delivering the Award Policy
17. Online Record Book training and Support guidance
18. Quality Assurance mechanisms and procedures
19. Support services
20. Volunteer Code of Conduct

The majority of the policies referenced have either been developed or are in the process of being updated based on new regulations / developments within the IAA and IAF. Operators will have access to the policies via the website [www.intaward.org](http://www.intaward.org) resources page.

For further guidance on how to create the referenced policies please request the NAO sub-licence guidance document from your Regional Office.