

The Duke of Edinburgh's International Award - USA

**Pre-License Pack
New Award Units
2018**

Table of Contents

Pre-License Pack Checklist	<u>2</u>
Application Form.....	<u>3</u>
Adventurous Journey and Residential Project Statement.....	<u>8</u>
DRAFT License Agreement.....	<u>10</u>
DRAFT License Agreement Schedules.....	<u>25</u>
Addendum for Adventurous Journey and Residential Project.....	<u>44</u>
Award Program Costs.....	<u>49</u>

Pre-License Pack Checklist

- Complete the application form for an Award Unit and submit to the Program Officer you have been coordinating with. (pg. 4 – 7)

- Submit the completed application form **AND** the completed Adventurous Journey and Residential Project Statement and submit to the Program Officer with whom you have been coordinating. (pg. 9)

- RSVP for an Award Coordinator training that meets your timeline.

- Review the license agreement with an authorizing official at your organization. (doesn't need to be signed now)

Application Form for Award Unit License

APPLICATION FORM FOR AWARD UNIT LICENSE

Please complete this form electronically and return it by email to your Program Officer. In order to avoid delays in processing, please make sure you answer all the questions.

A: Information about the organization

1. Name of organization (as registered in legal documents):
2. Employer Identification Number (EIN) for your organization:
3. Official address (as registered in legal documents):
4. Telephone:
5. Fax:
6. Website:
7. What are the geographical boundaries of where you serve young people? Do you have jurisdiction over any subsidiary organizations or groups?
8. How long has your organization been in existence?
9. Has there ever been any lawsuits (etc.) brought against your organization or to an employee while representing the organization?
10. Name of the organization's authorizing official that will sign the license:

11. Position of authorizing official who will sign the license (principal, executive director):

12. Email address of the authorizing official who will sign the license:

13. Which category does your organization belong to:
 - Private/Commercial Organization
 - Government/ Public Organization
 - Non-profit organization with budget less than \$250,000
 - Non-profit organization with budget \$250,000-499,999
 - Non-profit organization with budget between \$500,000- \$999,999
 - Non-profit organization with budget over \$1,000,000

14. Number of young people aged 14-24 in your organization:

15. Race and ethnicities of young people at your organization, with approximate percentages:

16. Home language of young people by percentage:

17. Socio-economic break down of young people at your organization by percentage:

18. School memberships (*e.g. ECIS, IBO*):
Affiliation to (*e.g. World Association of Girl Guides/Girl Scouts*):

B: Information about the proposed Award program

1. How did you hear about the Award?

2. Why are you interested in delivering the Award?

3. Are there any staff members who have been involved in the delivery of the Award previously? Please provide details about their previous involvement and Award training they received (date and type of the training, training provider, etc.).

4. Name of the proposed Award Coordinator (please note this person will be treated as the primary contact for your organization):

5. Position of the proposed Award Coordinator:

6. Organizational email address of the proposed Award Coordinator (please note this email address will be treated as the primary contact email for your organization):

7. Other email address of the proposed Award Coordinator (optional):

8. Names and positions of the Award Leaders, Adventurous Journey Supervisors and Assessors nominated to deliver the Award. (Please note at least two adults must receive training delivered or approved by the Award USA as Award Leaders. ***If you anticipate delivering your own Adventurous Journey***, there must be one person trained and approved by Award USA as an Adventurous Journey Supervisors/Assessors):
 - a.
 - b.
 - c. (Please add more as appropriate)

9. How many other adults will initially be involved in the Award as support?

10. If they are paid staff, how much time will be allocated for them to supervise the operation of the Award?

11. Is sufficient funding available to cover all costs (Annual License Fee, insurance – if not already covered, cost of training courses, etc.). Please explain further the source of funding.

12. When are you planning to start delivering the Award?

13. With how many pupils/young people at each level are you planning to start (*Bronze, Silver, Gold*)?

*****Note:** You will have the option of delivering the Adventurous Journey section to your participants internally *or* you may out-source that section to one of our Registered Activity Providers (RAP). The benefit of delivering the Adventurous Journey internally is that it often costs less than using a RAP. However, RAPs are a good option if your organization lacks the internal expertise or passion for the outdoors or if you lack the insurance threshold to accommodate for the added risk of an AJ. ***

C: Branding options

Award Units are requested to use the logo as explained in the Schedule 4 of the License with the strap line 'Proud to deliver'. If you are a bilingual school/organization, you can choose two languages. The strap line is available in six languages. Please select below your preferred language(s):

Arabic	نفر بتقديم
Chinese	荣誉承办
English	Proud to deliver
French	Fiers d'offrir
Portuguese	Orgulhosos de oferecer
Spanish	Orgullosos de ofrecer

D: License fee

The first Annual License Fee will be invoiced from the date of your license. It covers the period between the date of your license and the same date on the following year.

Please write in the Annual License Fee amount that corresponds to your organization type:

Amount:

E: Declaration

I confirm that all the information given in this application form is correct and accurate to the best of my knowledge. I have read and accept the sample License and I am ready to sign the License as the basis of the relationship between my organization and The Duke of Edinburgh's International Award USA.

Name of Award Coordinator

Signature of Award Coordinator

Date

Adventurous Journey & Residential Project Statement

Adventurous Journey and Residential Project Statement

All Award Operators that provide the Adventurous Journey (“AJ”) and/or Residential Project (“RP”) must do so through one of the following options:

- **Internal AJ or RP** – The AO provides the Adventurous Journey and/or Residential Project through its own internal programs, in accordance with the attached Addendum for Adventurous Journey and Residential Project.
- **Registered Activity Provider AJ** – The AO offers the Adventurous Journey through a Registered Activity Provider who has been licensed and trained by Award USA in accordance with a separate Registered Activity Provider License Agreement with Award USA.
- **Third Party RP** – The AO allows the Award Participant to register and attend a Residential Project that is operated and conducted by a third-party vendor in accordance with the guidelines set forth in Chapter 9 of the Handbook for Award Leaders.

Please check all that apply below, and sign and return this form to Award USA:

Internal AJ – Our organization intends to provide the Adventurous Journey to our Award Participants, in accordance with the above.

RAP AJ – Our organization intends to offer the Adventurous Journey via a Registered Activity Provider, in accordance with the above.

Internal RP – Our organization intends to offer the Residential Project to our Award Participants, in accordance with the above.

Third Party RP – Our organization intends to allow Award Participants to register and attend a Residential Project through another vendor, in accordance with the above.

Award Coordinator Signature

Date

DRAFT License Agreement

National Office, The Duke of Edinburgh's International Award USA

And

[Award Operator]

Award Operator License Agreement - DRAFT

EFFECTIVE DATE: [_____] (the date countersigned by the Award USA)

PARTIES:

- (1) National Office, The Duke of Edinburgh’s International Award USA, having its principal place of business at 53 W. Jackson Blvd, Suite 1742, Chicago, IL 60604 (“**Award USA**”).
- (2) Award Operator [_____] a _____ State Corporation, Registration Number IRS EIN _____ (“**Award Operator**” or “**AO**”).

RECITALS:

WHEREAS, Award USA is a not-for-profit corporation and registered charity that is licensed by the Foundation (as defined in Schedule 1) to operate the Award Program (as defined in Schedule 1) to approve awards and grant sublicenses to award operators in connection therewith, exclusively within the United States, under the terms of a license from the Foundation.

WHEREAS, Award USA desires to grant to the Award Operator, and the Award Operator desires to receive from Award USA, a sublicense to operate the Award Program in the Location (as defined in Schedule 6) in accordance with the award principles of the Foundation and pursuant to the terms and conditions set forth in this Agreement.

NOW THEREFORE, Award USA and the Award Operator hereby agree to enter into this Award Operator License Agreement (this “**Agreement**”) in accordance with the terms set out below.

AGREEMENT:

1. Definitions

1.1 Unless otherwise defined in this Agreement, all capitalized terms in this Agreement shall have the meanings set forth in Schedule 1.

2. License to the AO

2.1 Subject to the terms of this Agreement, including fulfillment of the conditions set forth below, Award USA hereby (i) appoints the AO to operate the Award Program in the Location during the Term and (ii) grants to the AO a non-exclusive license to use the Name, Logo and Materials, as set out in Schedule 5, in the Location during the Term for the purpose of operating such Award Program:

2.1.1 The AO is a legal entity with whom Award USA can develop binding contractual relationships either directly with the AO or through its authorized representatives.

2.1.2 The AO nominates and maintains during the Term (i) an Award Coordinator to be responsible for the operation of the Award within the AO and (ii) at least one individual

over the age of eighteen (18) to undergo formal training in delivery of the Award as outlined in Schedule 8.

- 2.1.3 The AO attains and maintains during the Term the Fundamental and Management Standards set out in Schedule 2.
 - 2.1.4 The AO maintains the safety of Award Participants through complying with all local, state and federal child protection laws, standards, guidelines and health and safety legislation and acknowledges its understanding of and compliance with Award USA's child protection policies by reviewing, signing and submitting to Award USA the "Child Protection Statement" set forth in Schedule 9.
- 2.2 With respect to the use of the Name, Logo and Materials, the AO shall:
- 2.2.1 comply with the Branding Guidelines and Stipulated Use of the Name and Logo, and make Best Use of the Name, Logo and Materials; and
 - 2.2.2 assist Award USA in maintaining and securing Award USA's continued rights in the Name, Logo and Materials as requested by Award USA and in accordance with this Agreement.
- 2.3 The AO shall not and shall not permit any other person to:
- 2.3.1 exploit or make any use of the Name, Logo and Materials or any confusingly similar mark to the Name or Logo other than as set out in this Agreement;
 - 2.3.2 do or omit to do anything which would or may jeopardise or invalidate any registration of the Name, Logo and/or Materials or which may prejudice the right or title of Award USA to use the Name, Logo and/or Materials;
 - 2.3.3 make any representation or do any act which may be taken to indicate that it has any right, title or interest in or to the ownership or use of the Name or Logo or any confusingly similar mark and/or the Materials except as permitted under the terms of this Agreement; and
 - 2.3.4 make any use of the Name, Logo and/or Materials which is misleading or which would impose or create a significant liability on Award USA.
- 2.4 The AO acknowledges that (i) all rights in the Name, Logo and Materials including any goodwill associated with them, belong to and shall remain vested in Award USA and (ii) any translations, adaptations or modifications of the Materials will require approval from Award USA prior to development or use by the AO. In furtherance of the foregoing, Award USA and the AO shall adhere to the following:
- 2.4.1 The AO shall do all things necessary (including, but not limited to, the execution of documents and deeds and obtaining the necessary rights and permissions from third parties) to ensure that ownership of the Name, Logo and Materials and any goodwill associated with them vests in Award USA and to effect the transfer of rights in the Materials in accordance with Section 3.

- 2.4.2 If the AO becomes aware of any unauthorised use or infringement or misappropriation of the Name, Logo and/or Materials or of any claims or actions in connection with the Name, Logo and/or Materials, it shall promptly notify Award USA with full details.
- 2.4.3 Award USA may (but is not obliged to) bring or defend or settle any proceedings in relation to the Name and/or Logo in the Location and may join the AO in such action. The AO may not independently bring or defend or settle any proceedings in relation to the Name and/or Logo, except with Award USA's prior written consent.
- 2.4.4 Where either party is involved in any claim or proceeding brought or threatened in relation to the Name and/or Logo, the other party will, at the request of the party involved in the action, give full cooperation to that party (including the provision of documentation and making relevant people available) provided that the party involved in the action shall reimburse all reasonable expenses actually incurred by the other party or third parties which assist them.

3. Transfer of Rights in Materials

- 3.1 The AO agrees to transfer and hereby transfers to Award USA, -the existing and future intellectual property rights in any translations, adaptations and modifications of the Materials which it creates, or which are created on its behalf.
- 3.2 If the AO provides any photographs (including in hard copy, film or digital format) to Award USA that relate to the Award Program, by providing such photographs, the AO agrees to grant and hereby grants a worldwide, non-exclusive, royalty-free, irrevocable and perpetual license to Award USA to use the photographs for any purpose (including the right to sublicense such photographs to any third party).
- 3.3 The AO warrants that before providing such photographs to Award USA, it will obtain all necessary consents from third parties to ensure the use of the photographs by Award USA will not breach any rights, laws or regulations. The licenses granted under Section 3.2 by the AO to Award USA will survive termination or expiration of this Agreement for any reason.

4. AO's Obligations

- 4.1 The AO shall:
 - 4.1.1 undertake activities relating to the Award Program in accordance with the Award Principles, including by advertising, recruiting and enrolling Award Participants in the Location who fit the criteria for registration in the Award Program;
 - 4.1.2 subject to the provisions of this Agreement, run the Award Program in the Location in accordance with the applicable Fundamental and Management Standards set forth in Schedule 2;
 - 4.1.3 adhere to all local, state and federal child protection laws, standards, guidelines and health and safety legislation, review such child protection laws, standards, guidelines and legislation annually, and acknowledge its understanding of and compliance with Award

USA's child protection policies by reviewing, signing and submitting to Award USA the "Child Protection Statement" set forth in Schedule 9;

- 4.1.4 assist in matching each Award Participant with the appropriate Award Leader and facilitate ongoing communication between such Award Leader Participant, ensuring at all times during the Term that (i) at least two Award Leaders are assigned to each Award Program that has a headcount of 50 or less Award Participants and (ii) at least one additional Award Leader is assigned per headcount increase of 25 Award Participants thereafter;
- 4.1.5 use the Name and Logo on promotional and marketing materials for the Award and on the Materials (including those which have been modified, translated or adapted) and provide samples and copies of such promotional and marketing materials as requested by Award USA;
- 4.1.6 support and aid the development of the Award Program, including by assisting Award USA in maintaining relationships with corporate partners engaged in the Award Program;
- 4.1.7 not advertise, recruit or engage Award Participants or sublicense any Award Units or other operational bodies for the Award Program outside of the Location or in violation of any of the terms set forth herein, without Award USA's prior written consent;
- 4.1.8 as soon as possible, report to Award USA, any serious incident, complaint and possible claim of which it becomes aware, that may provoke significant adverse publicity or financial liability for the AO, Award USA or any applicable corporate partners and shall keep Award USA informed about the progress of any of the foregoing;
- 4.1.9 not do anything that will bring any aspect of the Foundation, Association, Award USA, the Award Program or any applicable corporate partners into disrepute;
- 4.1.10 provide such cooperation and information/materials to Award USA for publicity purposes or in relation to any legal action relating to the Award Program, as Award USA may reasonably require (and allow Award USA to disclose and allow use of the same to any applicable corporate partners); and
- 4.1.11 assist in collecting the applicable Participant Registration Fees from Award Units and/or Award Participants in accordance with Section 5 and Schedule 4 and ensure that if the AO charges any other administrative or program fees in addition to the Participant Registration Fees, it is clear to Award Units and Award Participants that such additional fees are not a charge of Award USA.

5. Award USA's Obligations

- 5.1 Subject to the terms of this Agreement, Award USA shall provide the AO the services listed in Schedule 3 at such time and in such format and/or manner as Award USA shall in its sole discretion determine, including but not limited to providing access to training courses, Online Learning Hub and Online Record Book (collectively, "**Services**").

6. Award USA shall use reasonable efforts to maintain the reputation of the Award Program, Name and Logo, including any trademark registrations for the Name and Logo in such regions as Award USA shall deem appropriate in its sole discretion.

7. Award USA will provide access to corporate volunteers and volunteer-driven organizations to participate in the Award Program as Award Leaders, when possible.

8. Fees

8.1 Participant Registration Fees. The AO will cause the Award Participant or the Award Unit to directly pay to Award USA (or the AO will otherwise pay to Award USA on behalf of the applicable Award Participant or Award Unit) the Participant Registration Fees in accordance with the "Participation Registration Fee" section of the fee schedule set forth in Schedule 4 and the payment terms set forth below.

8.2 License Fees. In addition to the foregoing Participant Registration Fees, the AO will pay to Award USA the License Fees in accordance with the "License Fee" section of the fee schedule set forth in Schedule 4 and the payment terms set forth below, which fees shall be due on an annual basis during the Term.

8.3 Additional Service Fees. Award USA may, from time to time during the Term, offer additional support services relating to the Award Program to the AO at an additional cost. If the AO agrees to accept and receive such additional support services, the AO will pay Award USA the applicable additional fees for such services, as separately agreed in writing between the parties, provided that the AO will be under no obligation to accept or receive such additional support services.

8.4 Payment Terms. All payments made by the AO to Award USA shall adhere to the following payment terms unless otherwise agreed by Award USA.

8.4.1 All fees are payable to Award USA within 30 (thirty) working days of receiving an invoice from Award USA.

8.4.2 Payment of the fees will be made in accordance with the instructions on the invoices rendered by Award USA.

8.4.3 The fees payable under this Agreement are exclusive of any applicable taxes which will be payable by the AO, or the Award Unit or Award Participant, if applicable on receipt of a valid invoice from Award USA.

8.4.4 Failure to make the necessary payment(s) in accordance with this Agreement will lead to suspension or termination of the License.

9. Financial Accountability

9.1 The AO agrees to keep accurate accounts and records, detailing its expenditure and income relating to the Award Program, including the total number of Award Units and Award Participants, fees received from each Award Unit and Award Participant, and total costs expended on the Award Program.

9.2 Award USA reserves the right to inspect and obtain copies of the AO's accounts and records (as required to be maintained under Section 9.1) and relevant financial records relating to the Award Program, which the AO shall provide to Award USA on reasonable request.

9.3 The obligations set forth in Sections 9.1 and 9.2 survive termination or expiration of this Agreement (for any reason) and continue for three (3) years after such termination or expiration date.

10. Performance Review, Compliance and Reporting

10.1 Award USA shall be entitled to assess the performance of the AO using Award USA's quality assurance process as outlined in Schedule 7, to publish such results, and to permit the Foundation to publish such results.

10.2 The AO shall submit to Award USA on each 30 January or another specified date during the Term an annual performance report in accordance with any template supplied by Award USA. The AO agrees that Award USA may publish reports and statistics based on, and including any part of, such reports, and that by doing so Award USA will not infringe or misappropriate any third party's rights.

10.3 Award USA, at its own cost, may take the following actions in respect of the AO:

10.3.1 carry out a review into the AO's compliance with the Standards and this Agreement, including onsite inspections of the AO's premises on reasonable notice and an inspection and/or review of any sublicenses granted by the AO, and require the AO to not grant further sublicenses to any organization until receiving confirmation in writing from Award USA; and/or

10.3.2 issue the AO with a Review Notice.

10.4 If having followed the process in this Section 10 Award USA reasonably believes (in consultation with a dispute resolution panel formed in accordance with Section 15) that the AO is not reaching the Standards or complying with this Agreement, Award USA will give the AO three months to rectify any problems set out in the Review Notice (and any additional problems highlighted by Award USA) and an additional 3 weeks, or such longer period as Award USA may in its discretion determine ("**the Rectification Period**"), to report back to a dispute resolution panel.

10.5 In the event that the AO fails to comply with the specified actions and requirements set out in a Review Notice during the Rectification Period then Award USA may (although is not obliged to) take any of the following actions:

10.5.1 terminate this Agreement within 30 days by giving written notice to the AO; and

10.5.2 take such other reasonable measures as Award USA deems appropriate to address the AO's failure to comply with the Standards.

10.6 The AO shall cooperate and provide all reasonable assistance to Award USA and its agents in connection with any actions taken by Award USA under this Section 10 or any performance review or onsite inspection or investigation at any time.

10.7 The AO shall provide Award USA and its agents with access to the AO's records for the purpose of checking the AO's compliance with this Agreement and the Standards.

11. Database

11.1 The AO will ensure the collection of up-to-date data of the details and contact information of past and present Award Program Staff and assessors, Award Units and Award Participants, and information about the AO and its activities through use of the Online Record Book in accordance with the Standards.

11.2 The AO will comply with all reasonable security and processing requirements regarding the Online Record Book as instructed by Award USA during the Term. The AO agrees it will not collect or store any data using any method apart from the Online Record Book, except with Award USA's prior written consent.

11.3 The AO warrants it will take all necessary steps, to the extent permitted by local, state and/or federal laws, to obtain the appropriate consents from, and make the necessary statements to, all relevant individuals about whom personal information is collected and added to the Online Record Book by the AO (including by any individuals on behalf of the AO) during the Term. The AO agrees such consents will enable Award USA, to the extent permitted by local, state and/or federal laws, to:

11.3.1 access and store through the Online Record Book any data collected from such individuals in connection with the Award Program; and

11.3.2 use and process such data for any purpose in connection with the Award Program (including the purpose of directly delivering the Award to Award Participants on the Online Record Book or contacting any individual whose details are on the Online Record Book) provided such purpose does not violate any local, state and/or federal laws or contradict Award USA's status as a registered charity.

11.4 Upon the termination or expiration of this Agreement the AO shall cease to use or access the Online Record Book or use any data obtained solely for the purposes of the Award Program or solely from accessing the Online Record Book.

12. Assignment

12.1 The AO shall not assign, charge, subcontract, license or sublicense any of its rights or obligations under this Agreement to a third party without the prior consent of Award USA except as permitted under this Agreement. The AO agrees that any Award Units participating under this Agreement are the AO's responsibility and must comply with this Agreement, and that the actions and conduct of Award Units will be treated as the action and conduct of the AO under this Agreement. Any purported assignment of this Agreement (or any rights or obligations hereunder) in violation of the foregoing shall be null and void. This Agreement shall inure to the benefit of, and shall be binding upon, the parties and their respective permitted successors and assigns.

12.2 Upon termination or expiration of this Agreement, Award USA may enter into a direct license agreement with any Award Units previously participating with the AO, and the AO shall use reasonable efforts to assist Award USA in doing so, as set forth in Section 18.2.

13. Sublicensing

- 13.1 Sublicense Rights. The AO may grant sublicenses to Award Units within the Location to use the Name, Logo and Materials for running the Award Program in a defined area within the Location in accordance with this Agreement and subject to the conditions set forth below. For clarity, such sublicense shall not include any right of the Award Unit to grant any further sublicenses.
- 13.1.1 Prior to any Award Unit in the Location delivering the Award Program, the AO shall (i) obtain prior written approval from Award USA to sublicense such Award Unit, (ii) enter into a signed sublicense agreement with the Award Unit, using the template provided by Award USA, which defines the relationship between the AO and the Award Unit and sets forth the appropriate use restrictions for the Name, Logo and Materials and (iii) provide a copy of such signed sublicense agreement to Award USA.
- 13.1.2 The AO covenants that it will not, and shall cause its sublicensees to not, grant any proprietary rights or interests in the Award Program, Name, Logo and/or Materials to any third party. The signed sublicense agreement between the AO and the Award Unit shall ensure the same and additionally provide that (i) all rights to the Name, Logo and Materials shall remain the property of Award USA (and/or the Foundation) and (ii) the Award Unit will not cause the AO to breach this Agreement or the Standards through any actions of the Award Unit.
- 13.1.3 Where the AO desires or requests to make any significant or material changes to the Award Program, its practices or procedures, the Standards or the Materials, the AO shall promptly notify Award USA of such changes in reasonable detail and obtain Award USA's prior written approval for such changes. The AO shall ensure that the Award Unit uses commercially reasonable efforts to address and implement any feedback from Award USA regarding such proposed changes.
- 13.2 No Sublicensing to Commercial Parties. The AO may not grant any sublicenses to, or permit in any other way, commercial parties (i.e., non-delivery organizations that are not authorized as Award Units) to use the Name, Logo and Materials, except with the prior written consent of Award USA. For the sake of clarity, this includes the use of the Name, Logo and Materials by donors for endorsement purposes.
- 13.3 Monitoring Award Units. The AO shall:
- 13.3.1 monitor and ensure compliance with the terms of the applicable sublicense and this Agreement and comply with any request from Award USA to terminate any sublicenses granted by the AO where Award USA has good grounds for believing it is reasonable to do so (including for non-compliance with the terms of the applicable sublicense or this Agreement);
- 13.3.2 notify its Award Units of any notices it receives from Award USA which are relevant to their operation;
- 13.3.3 inform Award USA of any material breaches by any of its Award Units under this Agreement and provide reasonable notice of any intention it has to terminate participation of the Award Units under this Agreement. The AO agrees it will comply with

any request from Award USA to not terminate any Award Unit where Award USA has good grounds for believing it is reasonable to do so; and

13.3.4 send a verifiable list of all Award Unit locations under this Agreement to Award USA on 30 January or another specified date each year during the Term and promptly on termination of this Agreement.

14. Indemnity and Insurance

14.1 The AO will indemnify and hold harmless Award USA and any applicable corporate partners from and against all claims, costs, loss (including direct and indirect losses, loss of reputation, special loss and loss of profits), liabilities, and demands whatsoever suffered (unless due to gross negligence by Award USA or such corporate partner) including claims by employees or other Award Program Staff of the AO or Award Participants, or claims relating to infringement of third-party intellectual property rights by materials created by the AO in connection with the Award (including any photographs provided by the AO to Award USA pursuant to Section 3.2), in each case which arise out of any act, omission, breach, default, misconduct or negligence of the AO, its or its agents in relation to this Agreement, or the Award Program. Nothing in this Agreement limits or excludes the AO's liability for death or personal injury caused by its (or its Award Program Staff's) negligence or misconduct.

14.2 The AO shall arrange and maintain reasonable and proper insurance with a reputable insurer in respect of its obligations under this Agreement and in respect of its legal obligations to Award Participants. Such insurance shall include comprehensive third-party cover for all Award Participants, staff and volunteers involved in Award activities under this Agreement. In particular, the AO shall maintain the following policies and on request from Award USA provide certificates of insurance and evidence of premium payment to Award USA:

14.2.1 **Public Liability Insurance** – Insurance cover providing general protection against claims for accidental damage or death or injury caused to property or an individual as a result of the AO's activities. The AO agrees that insurance coverage will be maintained to cover such losses, at a level which is recognized as adequate and appropriate for the jurisdiction within which it operates.

14.2.2 If the AO employs workers or employees, **Workers' Compensation/Employer's Liability Insurance** – Insurance cover providing protection against claims by employees and workers (or their related parties) who have suffered personal injury, death or loss as part of their employment. The AO agrees that insurance coverage will be maintained to cover such losses, at a level which is recognized as adequate and appropriate for the jurisdiction within which it operates.

14.3 If the AO cannot obtain or maintain appropriate insurance in accordance with Section 14.2 it must immediately notify Award USA.

14.4 Award USA will as soon as is reasonably possible on receipt of notice from the AO under Section 14.3, notify the AO whether it consents to the failure to maintain insurance cover in accordance with Section 14.2. In the event that Award USA does not consent to the breach, Award USA will have the right to immediately terminate this Agreement by providing written notice to the AO.

15. Dispute Resolution Procedure

- 15.1 If any dispute arises in connection with this Agreement, either party may provide the other party with details in writing and request a meeting between the Executive Director of Award USA and the Executive Director of the AO, or such other persons as the parties agree, who shall endeavour to resolve the matters in dispute as soon as possible.

16. Term

- 16.1 This Agreement shall, subject to satisfactory performance review or unless terminated under Section 17, be in effect for a period of one (1) year from the Effective Date. Subject to a satisfactory First Formal Review (as described in Schedule 7), the term of this Agreement may be extended by Award USA for a further three (3) years upon the expiration of such one-year period. Award USA may grant further extensions to the term of this Agreement for a maximum period of three (3) years each, subject to on-going satisfactory performance review.

17. Termination

- 17.1 Notwithstanding anything to the contrary set forth herein, Award USA may immediately terminate this Agreement upon written notice to the AO if:

17.1.1 the AO has committed a Material Breach of this Agreement (including for the avoidance of doubt, a breach of the Standards or any non-trivial breach of Section 4.1.8); provided that the foregoing shall not apply in the case of a failure to achieve the required Standards when the procedure in Section 10 has been followed and the AO has satisfactorily remedied the non-compliance;

17.1.2 the AO has committed an Immaterial Breach and has failed to remedy such breach within 20 days of receipt of a notice from Award USA requiring the breach to be remedied;

17.1.3 the AO has repeatedly breached any of the terms of this Agreement; or

17.1.4 the AO makes any arrangement with its creditors, becomes insolvent or subject to receivership in respect of any assets or any admission order, enters into liquidation proceedings, ceases or threatens to cease business or otherwise becomes unable to meet its debts as they fall due.

- 17.2 Award USA may terminate this Agreement for any reason, including if it is financially not viable for Award USA to continue to fulfill its obligations under this Agreement, upon 12 months' written notice to the AO.

- 17.3 The AO may terminate this Agreement by giving 90 days written notice to Award USA.

- 17.4 Award USA may terminate this Agreement in accordance with Section 10.5, 14.4, 27.3 or 29.1.2.

18. Effect of Termination

- 18.1 Upon termination or expiration of this Agreement for any reason, the AO shall:

- 18.1.1 immediately (or within such period as Award USA allows) cease to use, run and/or operate the Award Program, the Name, Logo, and the Materials, unless otherwise permitted by Award USA in writing, provided that in the case of termination under Section 17.2 or 27.3, the AO shall cease such use within 6 months of such termination;
 - 18.1.2 return or destroy at Award USA's instruction any Materials or AO Award materials bearing the Name or Logo and all records kept by the AO as part of its performance of its obligations under this Agreement, unless otherwise expressly permitted herein or by Award USA in writing;
 - 18.1.3 immediately provide to Award USA in electronic format, and any additional format which Award USA requests, a verifiable list of all sublicenses granted by the AO under this Agreement and copies of such sublicenses if requested by Award USA;
 - 18.1.4 not undertake any activity in a field related to or which competes with the Award Program for 6 months after termination;
 - 18.1.5 not make or claim an association, commercial or non-commercial, with the Foundation or Award USA through misleading statements or conduct after such termination or expiration; and
 - 18.1.6 provide all reasonable assistance to Award USA in notifying Award Units and sublicensees that the AO is no longer a party to the sublicense and transfer any sublicenses to Award USA. Notwithstanding anything to the contrary, the AO shall cooperate fully with Award USA before, during and after termination of this Agreement to facilitate as reasonably practicable the continued provision of the activities to the Award Participants, either by Award USA or through an alternative activity provider selected by Award USA.
- 18.2 On termination of this Agreement for any reason all provisions of this Agreement shall cease to have effect, except that any provision which can reasonably be inferred as continuing or is expressly stated to continue shall continue to have effect, including (but not limited to) Sections: 1, 3, 9, 11.4, 12.2, 13.3.4, 14.1, 15, 18.1, 18.2, 19, 20 and 28.

19. Confidentiality

- 19.1 The contents of this Agreement and all information about, or provided by, either party which is reasonably considered to be 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 this Agreement 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 any termination of this Agreement.
- 19.2 Notwithstanding anything to the contrary set forth herein, either party may disclose to any third party the existence of this Agreement and the scope and description of the AO's participation in the Award Program, including by referring to the other party on its website or in certain promotional or regulatory materials. The AO hereby grants to Award USA a non-exclusive license during the Term for Award USA to use the name and logo of the AO for the foregoing purpose.

20. Notices

- 20.1 Any notice to be given by a party to another under this Agreement may be personally delivered, or sent by recorded delivery to the address of the other party as set out in the heading to this Agreement, or as otherwise notified in writing, or by transmission, with due transmission receipt, to a fax number, or by email to an e-mail address notified in writing for the purpose (except where an out of office undelivered message is received by the sender in which case notice is not validly given).
- 20.2 Any personally delivered, faxed or e-mailed notice shall be deemed received on the day it was delivered or sent, if it was delivered or sent on a working week day before 5.00pm and otherwise on the next working week day of the recipient. Any recorded delivery notice shall be deemed received on the day it was signed for by the recipient.

21. Entire Agreement

This Agreement is the entire agreement between the parties with respect to the subject matter hereof. All express or implied representations, agreements and understandings with respect to the subject matter hereof, either oral or written, heretofore made are expressly superseded by this Agreement. The terms of this Agreement may be modified or waived only by written agreement signed by both parties.

22. Excluding Third Party Rights

This Agreement does not (and does not purport to) confer any rights on any person who is not a party to this Agreement.

23. No Partnership or Agency

Nothing in this Agreement is intended to nor shall create any partnerships, joint venture or agency.

24. Execution in Counterparts

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

25. Non-Waiver

The waiver, delay, partial exercise or failure by a party to exercise any right or remedy under this Agreement or by law shall not be construed as a waiver of that party's rights or remedy nor shall it preclude or restrict its further exercise, and the other party's obligations in respect of such future performance shall continue in full force and extent.

26. Severance

Any illegality and/or unenforceability of any part of this Agreement shall not affect the legality or enforceability of the remainder of this Agreement.

27. Force Majeure

27.1 Neither party shall be liable for any delay in performing any of its obligations under this Agreement if such delay is caused by a Force Majeure Event.

27.2 A party experiencing a Force Majeure Event shall promptly give the other party notice of such occurrence and the details thereof and use all reasonable efforts to resume performance as soon as possible.

27.3 Award USA reserves the right to terminate the license:

27.3.1 if a Force Majeure Event continues for longer than twelve weeks; or

27.3.2 if, following a Force Majeure Event, in Award USA's reasonable opinion the AO does not satisfy the Standards.

28. Governing Law

28.1 This Agreement is governed by and shall be construed in accordance with the laws of **State of Illinois of the United States of America** and shall be subject to the exclusive jurisdiction of the **State of Illinois** courts. This Agreement is executed in the English language. If it is translated into another language and any discrepancy in meaning or interpretation results from the translation, the English language meaning/interpretation shall be the correct meaning/interpretation.

29. Anticipatory Breach

29.1 If the AO considers that complying with any of its obligations under this Agreement shall cause it or is likely to cause it to breach any laws or regulations:

29.1.1 it shall promptly inform Award USA thereof, giving details of the breach of laws and/or regulations and providing any evidence or information to evidence the breach as requested by Award USA; and

29.1.2 Award USA shall as soon as is reasonably possible on receipt of notice from the AO, notify the AO whether it consents to modifying the terms of this Agreement to comply with such laws or regulations. In the event that Award USA does not consent to making any modifications to this Agreement, Award USA will have the right to immediately terminate this Agreement by providing written notice to the AO.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

Signed for and behalf of National Office, The Duke of Edinburgh's International Award USA

Name: Elizabeth Higgins-Beard

Job Title: Chief Executive Officer

Signature: _____

Date: _____

Signed for and behalf of [AO]

Name: _____

Job Title: _____

Signature: _____

Date: _____

Award Coordinator Name: _____

Job Title: _____

Signature: _____

Date: _____

Schedule 1

Definitions

Adventurous Journey or AJ	A required component of the Award Program involving an expedition, exploration or similar activity aimed to inspire Award Participants to develop initiative, leadership and teamwork by encouraging a spirit of adventure and discovery while undertaking a journey in a group, which the AO must provide to the Award Participant. The AJ may be delivered directly by the AO or may be contracted with a Registered Activity Provider. In all cases, the AJ must be provided in accordance with the terms of the Addendum for the Adventurous Journey. For clarity, the Adventurous Journey is associated with the color green in the Branding Guidelines.
Association	The Association is the collective name for all the constituents of The Award and is established by the mutual consent of all the parties concerned in order to encourage mutual cooperation, share responsibility for development and foster collective ownership in our brand
Award	an award that is achieved by an Award Participant under the Award Program.
Award Coordinator	a suitably qualified and experienced member of the AO who is responsible for the operation of the Award within the AO and acts as of the point of contact between the AO and Award USA or the applicable corporate partner.
Award Leader	a suitably qualified and experienced individual matched with the applicable Award Participant(s) to lead the activities of the Award Program and provide guidance and support to Award Participant(s) in completing the Award Program.
Award Participant	an individual undertaking the Award Program, who has registered with the AO and whose information has been entered into the Online Record Book.
Award Principles	the Fundamental and Operating principles as set out in the Association's memorandum of understanding and which can be provided to the AO by Award USA on request by the AO.
Award Program	the "Duke of Edinburgh's International Award" framework as described in the document given to the AO by Award USA.
Award Program Staff	all employees, contractors, directors, officers, trustees, interns, volunteers and other staff members of the AO (whether paid or unpaid, full-time or part-time, temporary or long-term) involved in any way with the operation of the Award Program.

Award Unit	a single organization (normally in a single location) operating the Award Program under a sublicense from an Award Operator in accordance with Section 13.
Best Use	<p>the use of the Name, Logo and Materials by the AO which:</p> <p>does not cause or threaten damage to or conflict with the good name and reputation of Award USA, the Foundation, the Association or the Award Program;</p> <p>does not cause or threaten reasonable objection by a significant number of supporters or beneficiaries of the Award Program or Award USA or by its trustees;</p> <p>does not cause or threaten conflict with the objectives and/or policies of Award USA; and</p> <p>within the above constraints, maximises the direct and indirect benefits to the Award Program and Award USA.</p>
Branding Guidelines	Award USA's branding guidelines in respect of the Name and Logo as may be notified to the AO by Award USA from time to time (including Schedule 5 of this Agreement and the guidelines posted on the "www.intaward.org" website).
Force Majeure Event	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 disputes 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.
Foundation	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.
Immaterial Breach	a breach of the Agreement that does not go to the heart of the Agreement and/or its obligations and would not be deemed as a material breach of contract under applicable law.
License	the license of the Name, Logo and Materials granted by Award USA to the AO, as set forth in Section 2.1.
License Fees	the fees paid to Award USA for the grant of the License, as set forth in Schedule 4.

Location	The states and territories in which the AO may operate as outlined in Schedule 6.
Logo	the logo and visual identity set out in the Name and Logo document provided by Award USA to the AO or as notified to the AO by Award USA, from time to time.
Materials	those materials listed in the Materials document given to the AO by Award USA, and such other materials as are provided by Award USA to the AO from time to time in connection with the Award Program, and any translations, adaptations and/or modifications of all or part of such materials developed by the AO, or third parties appointed by the AO at any time, but not including any photographs taken by the AO or used by the AO as part of such materials.
Material Breach	a breach of the Agreement that goes to the heart of the Agreement and/or its obligations and would be deemed as a material breach of contract under applicable law.
Name	“The Duke of Edinburgh’s International Award for Young People” and such variations as set out in Schedule 5 or as may be notified to the AO by Award USA from time to time.
Online Learning Hub	the online portal maintained by Award USA, containing online training media for Award Program Staff and Award Leaders.
ORB or Online Record Book	the database maintained by Award USA, containing data regarding each award operator’s past and present Award Program Staff and assessors, Award Units and Award Participants, collected and maintained in accordance with Section 11 and the requirements set forth in the Standards.
Operational Guidelines	any operational guidelines applicable to the Award Program as may be notified to the AO by Award USA from time to time.
Participant Registration Fees	the fees paid to Award USA for the Award Participant’s participation in the Award Program, as set forth in Schedule 4.
Residential Project	a component of the Award Program required at the Gold level, which aims to broaden experience through involvement with others in a residential setting. For clarity, it is associated with the color purple in the Branding Guidelines.
Standards	the fundamental and management standards applicable to national award authorities, award operators and operating authorities of the Foundation

and/or Award USA, as set out in Schedule 2, and such other standards as may be notified to the AO by Award USA.

Stipulated Use

the stipulated use of the Name and Logo as set out in Schedule 5.

Term

the effective term of this Agreement, as set forth in Section 16 (including any early termination or extensions thereof in accordance with Section 16.1 or 17).

DRAFT

Schedule 2

Standards for Award Operators

1. Fundamental Standards

All organizations that wish to deliver the Duke of Edinburgh's International Award agree to abide by the following fundamental standards. The AO must ensure that they and all their Award Units adhere to the following standards as a minimum requirement.

- 1.1. to comply with the Fundamental and Operational Principles of the Award (part of the intellectual property of the Award, held in trust by the Foundation) and abide by the Code of Practice (as set out in Schedule 1 of the License and the International Handbook)
- 1.2. to comply with the reporting requirements of the Duke of Edinburgh's International Award (as laid down in guidance from Award USA and notified to licensees)
- 1.3. to use the visual identity and resources of the Duke of Edinburgh's International Award (such as handbook, Record Book, pin badges and certificates) in line with the brand guidelines
- 1.4. to manage resources (including financial resources) with the highest standards of honesty and integrity
- 1.5. to ensure that all Award Program Staff (including all volunteers of the AO), Adventurous Journey supervisors (if applicable) and Award assessors (or equivalent titles):
 - 1.5.1. are 16yrs+;
 - 1.5.2. are trained for their role according to the requirements laid out in the Training Framework of Award USA (as set forth in Schedule 8);
 - 1.5.3. are appropriately vetted (in accordance with local, state and federal laws, standards and guidelines) using the processes outlined by Award USA;
 - 1.5.4. are aware of and committed to the vision and values of the Duke of Edinburgh's International Award; and
 - 1.5.5. are compliant with all local, state and federal child protection laws, standards, guidelines and health and safety legislation (including Award USA's child protection policies set forth in Schedule 9).
- 1.6. to provide details of a nominated person and appropriate contact point (not a personal address)
- 1.7. to maintain accurate records of all Award Program Staff, Award Units and Award Participants, for managing and monitoring programs, performance reports, gathering statistics and supporting communications
- 1.8. to ensure that when providing access to internal and external Adventurous Journey providers (if applicable), such providers have received training according to the requirements laid out in Award USA's training framework, and that the AO's own child protection, health and safety requirements are met by such provider before entering into a contract

- 1.9. to maintain the safety of Award Participants through complying with all local, state and federal child protection laws, standards, guidelines and health and safety legislation and reviewing such child protection laws, standards, guidelines and legislation annually.

2. Management Standards

The AO must ensure that it complies with the following management standards in addition to the fundamental standards above and the general requirements of the license.

A. General

- 2.1. The AO must have a set of founding documents (Memorandum and Articles of Association, full constitution, trust deed or government ministry document) in place that:
 - 2.1.1. provides clear governance structures that will uphold the license conditions and standards;
 - 2.1.2. requires a Board of Trustees / Directors / Committee Members of a minimum of 3 people, all of whom should be eligible to hold such position under federal and state corporate governance laws and regulations;
 - 2.1.3. sets forth the roles of Trustees / Directors / Committee Members and ensures that all regulatory functions are being met along with a clear role and responsibility to support the strategic development of the organization;
 - 2.1.4. requires that the Board / Committee have in place procedures for assessing and managing risks, including clearly identified responsibilities between the AO and sublicensed organizations and appropriate insurance for the organization; and
 - 2.1.5. requires that the Board / Committee meet (as a quorate body) at least three times per year.
- 2.2. There is a strategic plan in place and being followed that exhibits understanding of the context and market for the Award, demonstrates awareness of the capacities of the AO and details clear plans for growing the Award.
- 2.3. There is a funding plan in place that shows planned sources of income and expenditure.
- 2.4. There is an appropriate and effective structure for recruiting, supporting, managing and monitoring Award Units and other sublicensees with clear roles and responsibilities.
- 2.5. The AO agrees to use the Online Record Book to administer and deliver the Award, and to maintain all data contained therein to ensure that details are up to date.

B. Award Coordinator, Award Program Staff and People Management

- 2.6. At least two (2) suitably qualified Award Coordinators / officers responsible for all Award matters within the AO are in place.
- 2.7. Award Program Staff have appropriate employment contracts and policies in place and volunteers have appropriate corresponding policies in place.
- 2.8. The Award Coordinator has taken part in relevant training according to the requirements laid out in Award USA's training framework.

- 2.9. Appropriate levels (quantity and standard) of training are delivered to Award Program Staff (including volunteers) according to the requirements laid out in Award USA's training framework.
- 2.10. Training undertaken by the Award Program Staff (including volunteers) is recorded on the ORB together with a record of all volunteers who are assisting in delivering the Award.
- 2.11. At all times during the Term, the AO must cooperate with Award USA to ensure that (i) at least two Award Leaders are assigned to each Award Program that has a headcount of 50 or less Award Participants and (ii) at least one additional Award Leader is assigned per headcount increase of 25 Award Participants thereafter.

C. Authorizing Awards

- 2.12. All Awards are authorized by the staff of Award USA unless certain authorizations are delegated in writing. Approval of completion is based upon data provided through the ORB. Where clarification is required, Award USA may from time to time contact the AO for additional information regarding Award activities undertaken by Award Participants.
- 2.13. Award USA retains the right to reject as incomplete or to send back for clarification any Awards which it deems to have not met the completion requirements of the program or appear to have not been carried out according to the standards.
- 2.14. Presentation of completed Awards is governed by the processes described below – Award Ceremony Protocol.
- 2.15. No Awards may be presented to Award Participants except where the Award has been duly approved and issued from Award USA using official Award USA materials. Use of facsimile or confusingly similar certificates and medals, or those meant to imply completion of the program is not permitted except where written approval to do so has been given by Award USA.

D. Monitoring and Improvement

- 2.16. The AO reviews, evaluates and regulates the quality of delivery of the Award.
- 2.17. When providing an Adventurous Journey (either independently or through a Registered Activity Provider), the AO has designated one person from their staff team to act as Adventurous Journey manager to coordinate and oversee the compliant and safe delivery of Adventurous Journeys in the Location.
- 2.18. If providing an Adventurous Journey independently, the AO agrees to provide a safe and compliant Adventurous Journey, in accordance with the attached addendum to this Agreement (Addendum for the Adventurous Journey and Residential Project).

3. Award Ceremony Protocol

Recognition of successful completion of an Award level is an important feature of the Award Program. It offers a formal opportunity to recognize the success of young people. Depending on the level of the Award there are various methods by which young people may receive their Awards, as follows:

Level	AO and/or Corporate Partner	Award USA	Other
Bronze	Ceremonies may be organized by the AO and/or applicable corporate partner.	Award USA does not organize ceremonies for Bronze.	Award Participants may elect to have their Award certificate and medal mailed to them.
Silver	Ceremonies may be organized by the AO and/or applicable corporate partner.	Award USA generally does not organize ceremonies for Silver, but may from time to time, host Silver Award ceremonies in select regions of the country.	
Gold	The AO does not organize ceremonies for Gold.	Award USA hosts a national Gold Award ceremony each year. Attendance at the national Gold event is open to any Award Participants upon application.	

* All successful Gold Award Participants are recognized at the National Gold Ceremony regardless of attendance. Names of those not in attendance are published in the ceremony program.

Schedule 3

Services offered by Award USA

1. Governance support (including provision of training, using delivery methods that are deemed appropriate by Award USA).
2. Initial capacity building support (including provision of training, using delivery methods that are deemed appropriate by Award USA).
3. International monitoring and reporting systems.
4. Management and protection of Brand values and equity.
5. Ongoing Award Program support.
6. Access to and support in the use of Award USA's digital tools (ORB, Online Learning Hub).
7. Provision of centrally managed processes, resources, and policies for quality assurance, sublicense agreements, Award Participant registration, volunteer management, Virtual Award Center provision, and alumni engagement.
8. Access to Award materials (certificates, pins, medals) as well as branded promotional items.
9. Provision of web hosting services as a sub-domain of Award USA's primary website using the provided templates and content management tools.
10. Assistance with national and international advocacy in support of the brand equity of the Duke of Edinburgh's International Award.
11. Link with volunteers from a corporate or volunteer-based organization, as available.

Schedule 4

Fee Schedule

1. Participant Registration Fees

- (a) The AO shall cause the Award Participant or the Award Unit to directly pay to Award USA (or will otherwise pay to Award USA on behalf of the applicable Award Participant or Award Unit) a standard fee per award level for each Award Unit or Award Participant as a condition of this agreement.
- (b) The per-level, per-Award Participant fee passed on to Award USA, in effect as of January 1, 2017, is as follows:
- Bronze Award: \$100
 - Silver Award: \$100
 - Gold Award: \$150
- Note: The Award USA offers financial assistance to eligible Award Participants toward their Participant Registration Fees and costs toward the sections of the Award through an application available via Award Leaders.
- (c) For clarity, the foregoing fees (a) shall become payable when an Award Participant commences a new level of the Award Program (i.e., Bronze, Silver or Gold) and (b) shall be paid for each level of the Award Program in which a single Award Participant participates. Award USA reserves the right to modify the Participant Registration Fees at any time during the Term, provided that Award USA provides reasonable advance notice to the AO of any such modifications.
- (d) The parties acknowledge that the AO (x) may offer additional programs bundled together with the Award Program at an additional cost to Award Units and Award Participants and/or (y) may charge other administrative or program fees, in each case, in addition to the Participant Registration Fees set forth above. In such case, the AO shall clearly indicate to the Award Unit or Award Participant that such additional fees are not included in the basic Participant Registration Fees set forth above and are not a charge of Award USA.

2. License Fees

- (a) The AO shall directly pay to Award USA license fees as a condition as set forth below for Award USA's continued grant of the License. For clarity, payment for such license fees shall commence on the Effective Date and become due on an annual basis during the Term thereafter.
- (b) The amount of license fees payable shall be determined based on the AO's organization type and organization budget range, as follows:

Organization Budget Range	Organization Type		
	501(c)(3) Nonprofit Organizations	Public Schools	Private/Independent Schools
<\$249,999	\$125	\$250	\$500
\$250,000-499,999	\$250		
\$500,000-999,999	\$375		
>\$1,000,000	\$500		

- (c) The license fee amounts set forth above are the amounts in effect as of the Effective Date, and Award USA reserves the right to modify such amounts at any time during the Term, provided that Award USA provides reasonable advance notice to the AO of any such modifications.

Schedule 5

Name, Logo and Branding

The AO and its sublicensees' use of the Name, Logo, and associated brand identity must be in accordance with the published branding and style guidelines of the Duke of Edinburgh's International Award USA, as summarized in this Schedule 5. The AO shall, and shall cause all of its sublicensees to, comply with the following branding rules regarding its and their use of the Name and Logo.

Part 1 – International Name

The official name of the Award Program is as follows:

“The Duke of Edinburgh’s International Award”

In common usage, the Award Program is called “the Award.” In all spoken and written work relating to the Award Program, the full name of the program should be used in the first instance, after which it may be referred to as “the Award.”

Part 1b – International Logo

The international logo of the Duke of Edinburgh's International Award program is below. This logo is for use only by the Foundation and must not be used in any context by the AO or its sublicensees.

Low resolution logo – not to be copied



Part 1c – Award USA Logo

The logo of the Duke of Edinburgh's International Award USA is below. This logo is for use only by Award USA and must not be used in any context by the AO or its sublicensees.



Low resolution logo – not to be copied

Part 2 – Location-specific Name and Logo

The AO covered by this License may request design of a logo for use on behalf of Award USA:

For direct delivery and sublicensing purposes the AO is also authorized to use and provide to its Award Units the following logo:



Low resolution – not to be copied

Schedule 6

Location

For the purposes of this agreement the AO has authority to deliver the Award only within the confines of the location [_____], theme [_____] specified. Unless otherwise approved in writing by Award USA, the AO may operate the Award within the state boundaries of [_____].

DRAFT

Schedule 7

Quality Assurance Process

The maintenance of a high standard of delivery of the Award is vital for the Award's ongoing growth and success. Award USA is committed to supporting the Award Operator in reaching and maintaining the appropriate standards across all areas of Award administration and delivery.

To support this effort Award USA uses a quality assurance process which all AOs must go through as a condition of their license. The quality assurance process is comprised of two elements; a Formal Review Process and an Informal Review Process.

Formal Review Process

The formal review process is a structured, comprehensive review of the AO's practices and policies to ensure that all of the Standards laid out in Schedule 2 of this agreement have been met and are being adhered to on an ongoing basis. The Formal Review Process includes a review of the AO's foundational documents, inspection of the AO's facilities (including locations used for Adventurous Journeys if applicable), interviews with Award Program Staff and staff from Units and sublicensees, and active and past Award Participants. The Formal Review Process culminates in a report produced by the review team describing its findings and any required changes, improvements, or remedial actions required of the AO. A successful review process will result in a renewal of this Agreement, as determined by Award USA in its sole discretion. An unsuccessful review will result in the issuing of a Review Notice as described in Section 10.3.2 with the subsequent resolution steps outlined in Sections 10.4 and 10.5.

Timeline for Formal Review

The AO must, within the first 12 months after execution of this Agreement, go through its first Formal Review. Award USA will, in consultation with the AO, determine the dates and timing for its review and the submission of supporting documents which will be required in advance of the review team's visit.

Following a successful first review, subsequent Formal Reviews will take place at a minimum once every three (3) years. If during the period between Formal Reviews Award USA finds or is made aware of issues within the AO that warrant an extraordinary intermediate review to take place, Award USA will inform the AO in writing of the need for such a review and the timings for it

Informal Review Process

Award USA has an obligation to maintain ongoing standards checks with all AOs. As such, Award USA will from time to time check entries on the ORB, review standards on Awards approved, and other informal observations to ensure continued compliance with the standards. Should, in the course of informal review, Award USA find or be made aware of issues that find the AO in breach of this agreement or the Standards laid out in Schedule 2 Award USA will notify the AO and follow the procedures outlined in Sections 10.3 through 10.7.

Schedule 8

Training Requirements

Introduction

The training and development of adults to enable them to effectively support and deliver the Award is crucial to the Award's growth and future. The biggest resource that the Award has is the large number of adults supporting the delivery of the Award: it is this community, supported by Award Program Staff, which can facilitate and spread good practice and knowledge.

AO Obligations

The AO shall ensure that all adults involved in Award delivery be trained in the basic principles and requirements of the Award, and then additionally according to their role and responsibilities. To facilitate this granular approach to training, Award USA has developed and shall offer to the AO a suite of online training modules which can be combined to cover the content required for adults in the full range of possible roles in Award delivery. In addition to the online modules, Award USA strongly encourages the AO to host an in-person training/briefing on Award specifics within the Award Unit. Award USA offers a suite of materials and activities to support the AO in facilitating the supplemental training. The following chart indicates the training modules required for people involved in the different roles within the Award Program, in effect as of the Effective Date. For some roles, attendance at an in-person course is required, provided that, where appropriate Award USA may waive the requirement of attending an in-person course if other modes of training can be employed.

A detailed record of leaders and volunteers, and the training they have attended, should be kept on the Online Record Book as evidence in support of the AO's compliance with this requirement. It is the Award Coordinator's responsibility to ensure that the training requirements have been met and documented correctly.

Training Requirements for Award Operators

Adults who are conducting delivery of the Award (including Award Program Staff) are required to participate in in-person training to deliver the Award. The following list sets forth the training sessions to be undertaken by the applicable members of the AO team, as required as of the Effective Date. In future years, more training sections may be made available through online media, and Award USA reserves the right to amend and revise the list of programs and requirements below or any other training requirements, at any time during the Term, provided that Award USA provides reasonable advance notice to the AO of any such amendments or revisions.

Course	Delivery Method	Award Coordinator	Authorizing Official	Award Leader	Adventurous Journey Supervisor	Adventurous Journey Assessor	Adventurous Journey Instructor	Activity Assessor
Award Coordinator Course	In-Person Course	✓ (At registration)						
AC/AL Recertification Course	Webinar	✓ (Every 5 years)		✓ (Every 5 years)				
Module 1: Introduction to the Award	Online Learning Hub		✓		✓	✓	✓	✓
Module 2: History of the Award	Online Learning Hub		✓	✓	✓	✓	✓	✓
Module 3: Philosophy of the Award	Online Learning Hub		✓	✓	✓ (Every 5 years)	✓ (Every 5 years)	✓ (Every 5 years)	✓ (Every 5 years)
Modules 4-8: The Award Sections	Online Learning Hub			✓	✓ (AJ Section only)	✓ (AJ Section only)	✓ (AJ Section only)	✓ (Relevant section only)
Adventurous Journey Supervision and Assessment	In Person Course only				✓	✓		
AJ S/A Recertification Course	In-person Course / Webinar				✓ (Every 5 years)	✓ (Every 5 years)	✓ (Every 5 years)	✓ (Every 5 years)
Module 9: Mentoring Participants	Online Learning Hub			✓	✓ (Every 5 years)			
Module 10: Running the Award	Online Learning Hub			✓				
License compliance, standards and review	In Person Course or Webinar	✓	✓					
Module ORB1: The Online Record Book Introduction	Online Learning Hub	✓ (As needed)		✓ (As needed)				

Course	Delivery Method	Award Coordinator	Authorizing Official	Award Leader	Adventurous Journey Supervisor	Adventurous Journey Assessor	Adventurous Journey Instructor	Activity Assessor
Award Administration Using the Online Record Book	Online tutorial and materials (ORB)	✓ (As needed)		✓ (As needed)				

DRAFT

Schedule 9

Child Protection Statement

NOTE TO AO: PLEASE THOROUGHLY REVIEW THE STATEMENTS BELOW AND ACKNOWLEDGE YOUR UNDERSTANDING OF THESE TERMS BY SIGNING AND RETURNING THIS PAGE TO AWARD USA.

It is the policy of the Foundation and Award USA to safeguard the welfare of children by ensuring that they are protected from physical, sexual and emotional harm. The Foundation and Award USA accepts and promotes that in all matters concerning child protection, the welfare and interests of children are of paramount consideration in all circumstances. The Foundation and USA Aware are thereby committed to promoting practices that protect children from harm, abuse, neglect and exploitation in any form and that adhere to all local, state and federal laws and regulations regarding child protection policies.

In furtherance of this safeguarding policy, the Foundation and Award USA require that all Award Operators participating in the Award Program acknowledge and comply with the foregoing child protection terms.

To this end, the Award Operator hereby agrees to and shall take all necessary actions to promote and prioritize the safety and wellbeing of children, including by:

- ensuring that it and all Award Program Staff understand and comply with all local, state and federal child protection laws, standards, guidelines and health and safety legislation;
- reviewing such child protection laws, standards, guidelines and legislation at least once per year and making any necessary amendments or revisions to its code of conduct or internal policies;
- ensuring that all Award Program Staff understand their roles and responsibilities regarding the protection of children and are provided with appropriate training for this purpose;
- taking appropriate action if it becomes aware of any incidents or reports of harm, abuse, neglect or exploitation of children, or any other violations of its child protection policies or applicable laws, standards, guidelines or legislation;
- maintaining detailed and accurate records of all safeguarding concerns and securely storing such records as confidential information for an appropriate period of time;
- vetting all Award Program Staff (in accordance with local, state and federal laws, standards and guidelines) and preventing the employment and/or deployment of unsuitable individuals; and
- ensuring that robust safeguarding arrangements and procedures are in operation.

I acknowledge that, on behalf of the Award Operator (as specified in the signature line below), I have read and agree to the child protection terms set forth above. I understand and agree, on behalf of the Award Operator, that the Award Operator's participation in the Award Program may be subject to termination if it or any of its Award Program Staff violate any of the terms set forth above and that Award USA reserves the right to remove the Award Operator (or require that the Award Operator remove any Award Program Staff) from the Award Program if it determines, in its sole discretion, that Award Operator (or any of its Award Program Staff) has failed to comply with such terms.

Signed for and on behalf of: _____ (Award Operator)

Print Name: _____

Job Title: _____

Signature: _____

Date: _____

DRAFT

Addendum for Adventurous Journey and Residential Project

*If Award Operator (or its applicable Award Units) provides the Adventurous Journey and/or Residential Project through its own internal programs, Award Operator, on behalf of itself and its applicable Award Units, shall understand and comply with the terms and requirements set forth in this Addendum for Adventurous Journey and Residential Project (this “**Addendum**”).*

1.0 General Terms for the AO’s Provision of Adventurous Journey and/or Residential Project

- 1.1 The AO is responsible for ensuring that all Award Program Staff and/or Award Leaders are trained and prepared fully before undertaking their Adventurous Journey (“**AJ**”) or Residential Project (“**RP**”) in line with the Handbook for Award Leaders. A full explanation of the training requirements of the AO staff is set forth in Schedule 8 of this License.
- 1.2 The AO is responsible for ensuring that all Award Program Staff and/or Award Leaders are aware of and comply with all local, state and federal child protection laws, standards, guidelines and health and safety legislation and Award USA’s child protection policies set forth in Schedule 9 in connection with providing the AJ or RP.
- 1.3 All AJs and RPs provided by the AO must be covered by suitable liability and activity insurances, subject to the relevant local, state and national requirements. The AO must maintain in force a reasonable and proper insurance policy or policies with a reputable insurer against all liability for any claims due to damage to property or death or injury to persons (including coverage for abuse and molestation) arising from the delivery of the AJ or RP. The insurance must include comprehensive third-party cover for all Award Participants, staff and adults involved with such activities. A copy of the policy and evidence of premium payment must be provided to Award USA on its request and before any renewal of the Term under Section 14 of the License.
- 1.4 The AO will indemnify the Award USA from and against all claims, costs, loss (including direct and indirect losses, loss of reputation, special loss and loss of profits), liabilities, and demands whatsoever suffered, including any claims by staff, volunteers or Award Participants of the AO, which arise out of the act, breach, omission, default, misconduct or negligence of the AO in relation to the AJ or RP activities. Nothing in this Agreement limits or excludes the AO’s liability for death or personal injury caused by its negligence.
- 1.5 The AO will not assign, charge, sub-contract, license or sublicense any of the rights (including the License) or obligations of this Agreement, except with the prior written consent of the Award USA.

2.0 Risk Assessment of the Adventurous Journey and Residential Project

- 2.1 The AO will ensure that all staff and volunteers involved in the delivery of the AJ or RP have relevant and appropriate industry experience and qualifications prior to delivering Award activities in compliance with any appropriate local, state and/or national qualifying bodies.
- 2.2 All AJ and RP activities undertaken must be suitably risk-assessed in accordance with local, state and national standards or any instructions provided by Award USA.
- 2.3 The AO ensures that all Award Program Staff involved with the AJ or RP will complete an 'Introduction to the Award' course, found on the Online Learning Hub (see www.awardcommunity.org) covering the following modules:
 - (a) Module 1: Introduction to the Award
 - (a) Module 2: History of the Award
 - (b) Module 3: Philosophy of the Award
- 2.4 The AO shall immediately notify Award USA of any major incident or any material complaint received in connection with its activities under this Addendum. The AO shall, if and as necessary, take appropriate actions in relation to such major incident(s) and/or complaint(s), and keep Award USA promptly updated in writing or email, as well as by telephone (if requested by Award USA or Award Unit) on its progress in resolving such matter.

3.0 Additional Requirements for Adventurous Journey Component

- 3.1 All staff and volunteers responsible for delivering the Adventurous Journey section should do so in compliance with Chapter 8 of the Handbook for Award Leaders.
- 3.2 The AO is responsible for providing the following training (provided by Award USA through the Award USA's Online Learning Hub or in person) for all staff and volunteers involved with directly delivering the AJ activities:
 - (a) Module 1: Introduction to the Award (online)
 - (b) Module 7: Adventurous Journey Supervisor and Assessor (online)
 - (c) Adventurous Journey Supervisor and Assessor training course (in person)

This training must be completed before the AO's delivery of any Award activities. A minimum of two staff members or volunteers delivering the AJ should each complete all courses, as set forth in further detail in Schedules 2 and 8 of this Agreement.

- 3.3 The AO will ensure that all Award Participants participating in the Adventurous Journey have completed sufficient preparation, training and practice journeys prior to their undertaking of the Adventurous Journey qualifying journey.

4.0 Additional Requirements for Residential Project Component

- 4.1 All staff and volunteers responsible for delivering the RP should do so in compliance with Chapter 9 of the Handbook for Award Leaders.
- 4.2 The AO is responsible for providing the following training (provided by Award USA through Award USA's Online Learning Hub) for all staff and volunteers involved with directly delivering the RJ activities, which training shall be completed before the AO's delivery of any Award activities:

Module 8: Residential Project

- 4.3 The Residential Project should:
 - 4.3.1 be undertaken over five consecutive days and four nights, provided that, under certain exceptional circumstances, the commitment may be spread over two weekends, in which case, the same activity must be pursued over both weekends and must take place within the same 12 month period;
 - 4.2.2 involve Award Participants that are not known to each other and/or other non-Award Participants who are not their usual companions;
 - 4.2.3 ensure that accommodation is provided for all Award Participants for the duration of the RP;
 - 4.2.4 ensure that Award Participants undertake purposeful activities; and
 - 4.2.5 take place in a location unfamiliar to the Award Participants.

5.0 Fees

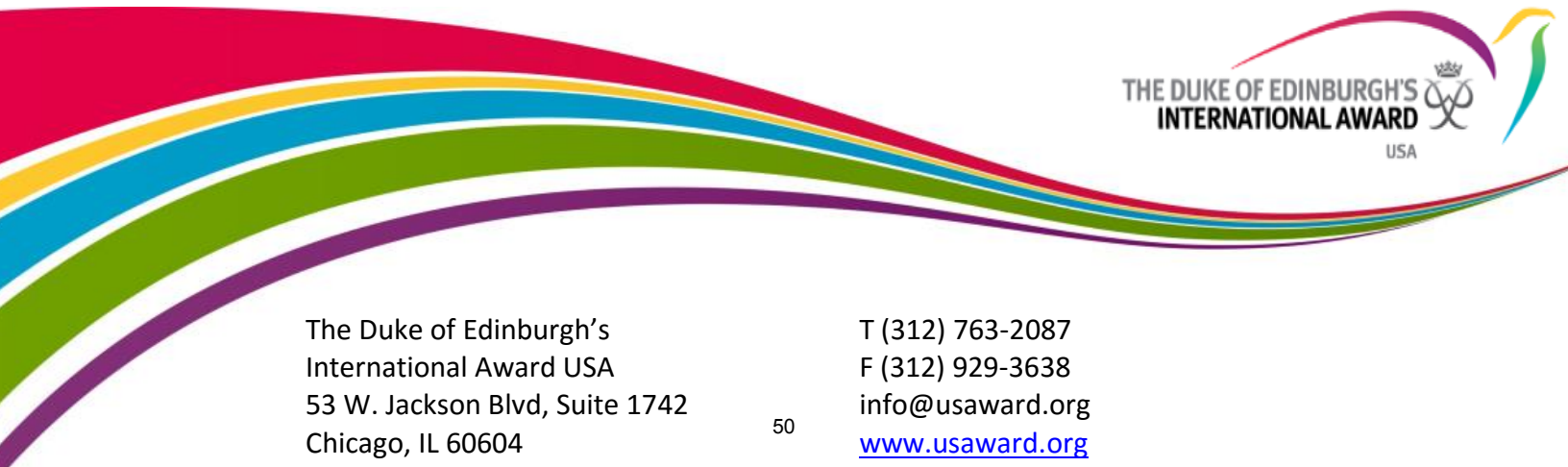
- 5.1 The AO is entitled to charge each Award Participant a reasonable activity fee for the relevant AJ or RP activities provided (which, for clarity, will be in addition to the Participation Registration Fee provided to Award USA). This additional fee may cover costs such as:
 - 5.1.1 the activities of the AO's staff and volunteers involved with the AJ or RP and reasonable expenses incurred by such staff and volunteers;
 - 5.1.2 site or facility hire (e.g., camp fees);
 - 5.1.3 the hire of equipment;
 - 5.1.4 insurance coverage for each Award Participant;
 - 5.1.5 any workbooks or documents provided to the Award Participant or staff/volunteers;

- 5.1.6 transportation including fuel and parking costs; and/or
- 5.1.7 administration and management costs related to the AJ or RP.
- 5.2 Without limitation to Section 7.3 of the Agreement, the AO agrees to keep accurate accounts and records, detailing its expenditure and income relating to the Adventurous Journey and/or Residential Project, including the total number of Award Units and Award Participants, fees received from each Award Unit or Award Participant, and total costs expended on the Adventurous Journey and/or Residential Project.
- 5.3 Award USA reserves the right to inspect and obtain copies of the AO's accounts and records (as required to be maintained under Section 5.2 above) and relevant financial records relating to the Adventurous Journey and/or Residential Project, which the AO shall provide to Award USA on reasonable request.
- 5.4 The obligations set forth in Sections 5.2 and 5.3 above survive termination or expiration of this Agreement or this Addendum (for any reason) and continue for three (3) years after such termination or expiration date.

Award Program Costs

Award Program Costs

Cost		Current Amount (2017/2018)			Details
Annual License Fee (ALF)	Private Institutions	Publicly Funded or Government Institution	Non-Profit Organization	Organization Budget	Payable upon signing the license (annual fee)
	\$500	\$250	\$125	<\$249,999	
			\$250	\$250,000-499,99	
			\$375	\$500,000-999,999	
			\$500	>1,000,000	
Participant Registration Fee (PRF)	Bronze	Silver	Gold		This is a one-time fee per Participant, per level and it is charged based on their registration on the Online Record Book (ORB). These are paid directly to the Award USA by the Participant through our online portal.
	\$100	\$100	\$150		
Training Fee	Training fee \$250 per person. In addition to the course fee, you will need to plan to cover travel, accommodation and meals (breakfast & dinner) for those attending training				<p>Minimum training requirements: 2 adults trained as Award Coordinators and 1 adult trained as Adventurous Journey Supervisor and Assessor.</p> <p>Training fees includes all materials, the training itself, and refreshments and lunch during the course.</p>
Operational Materials	Certificate/Pin Badge = Complimentary				Each person who attends Award Coordinator Training will receive a Handbook but you may want to purchase additional copies.
Other costs	Marketing costs (posters, fliers)				These costs are dependent on how you choose to run your program.
	Promotional materials (t-shirts, etc.)				
	Adventurous Journey equipment (buses to travel to venues, rucksacks, walking shoes etc.)				
	Registered Activity Provider (RAP) fees for provision of the Adventurous Journey and/or Residential sections				<p>Some Award Units choose to work with external organizations to deliver the Adventurous Journey and Residential Section - there will be a fee involved in this and the fee will vary from provider to provider. To find out more about RAPs visit: http://www.usaward.org</p> <p><i>Fees for any section are usually passed on to the participant and can be substantial for the Adventurous Journey and/or Residential Project. Financial assistance is available to individual Participants through the Award USA.</i></p>



The Duke of Edinburgh's
International Award USA
53 W. Jackson Blvd, Suite 1742
Chicago, IL 60604

T (312) 763-2087
F (312) 929-3638
info@usaward.org
www.usaward.org