

LICENSING TERMS AND CONDITIONS

Last Updated: 12 December 2022



1. Overview

The following terms and conditions apply to the sale and use of all Delivery Packages for all licence holders.

- 1.1. Any breach of these terms and conditions by the Licensee shall cause them to forfeit their rights to access and use Delivery Packages in any form and to any extent whatsoever. In such an event the Licensee shall not be entitled to any refund, reimbursement, or compensation for loss arising from the breach or the forfeiture of their rights to use Delivery Packages.
- 1.2. Instant Education Solutions (hereafter, 'IES') reserves the right to recover any relevant damages and to seek prosecution of the offending party or parties at its sole discretion.

2. Acceptance of Licence Terms and Conditions

Either the receipt of, use of, or payment for, a Delivery Package is evidence of acceptance of these terms and conditions, whichever occurs earliest.

- 2.1. Downloading or accessing a Delivery Package from the online website library, via email, logging onto the Switch e-learning platform, or the non-return of physical resources pursuant to the Right of Return, both constitute use.

3. Usage

- 3.1. The following applies to all licences:
 - a. No Delivery Packages may be used with non-domestic learners. Delivery Packages are to be used for domestic learners only.
 - b. The licence holder must purchase any new Delivery Packages, upgrades or version changes under the conditions and pricing plan of their selected licence. Failure to do so may mean that the licence reverts back to a standard licence or is cancelled (refer clause 1.1).
 - c. Licence pricing is dependent upon the total number of students enrolled in an organisation and any other factors that may impact upon the number of students accessing Delivery Packages. The total number of students may be determined using a variety of means including NZQA External Evaluation and Review (EER) reports, NZQA/MOE statistics, or signed documentation by the organisation. Instant may seek clarification at any stage regarding the number of students and any other relevant factors to determine price.
 - d. IES reserves the right to change the price of any licences (excluding Annual licences) at any time. Annual licence fees will only be altered upon extension of a licence term.

3.2. SECONDARY SCHOOLS WITH A STANDARD LICENCE

- a. The licensee may use any Delivery Packages purchased under the licence agreement at up to four separate sites owned and operated by the licensee. The Delivery Packages may only be used with learners enrolled with the organisation.
- b. The licensee may upload any Delivery Package onto the school's secure online learning system provided that only learners enrolled at the sites owned and operated by the licensee have access to the Delivery Packages.
- c. Customise specific computing, technology and business administration Delivery Packages

(Refer to Appendix 1 for additional terms and conditions)

3.3. SECONDARY SCHOOLS WITH AN ANNUAL LICENCE

- a. The licensee may use any Delivery Packages accessed under the licence agreement at up to four separate sites owned and operated by the licensee. The Delivery Packages may only be used with learners enrolled with the organisation.
- b. The licensee may upload any Delivery Package onto the school's secure online learning system provided that only learners enrolled at the sites owned and operated by the licensee have access to the Delivery Packages.
- c. Access up to an agreed amount of Delivery Packages for an annual fee.

(Refer to Appendix 2 for additional terms and conditions)

3.4. TRAINING ESTABLISHMENT NATIONAL LICENCE

- a. The licensee may use any Delivery Packages purchased under the licence agreement at any sites owned and operated by the licensee. The Delivery Packages may only be used with learners enrolled with the organisation.
- b. The licensee may upload any Delivery Packages onto the organisation's secure online learning system provided that only learners enrolled at the sites owned and operated by the licensee have access to the Delivery Packages.
- c. Customisation under this licence is prohibited unless agreed on in writing between the training establishment and IES. Additional fees may apply for customisation rights.

3.5. TRAINING ESTABLISHMENT NATIONAL LICENCE WITH CUSTOMISATION RIGHTS

- a. The licensee may use any Delivery Packages accessed under the licence agreement at any sites owned and operated by the licensee. The Delivery Packages may only be used with learners enrolled with the organisation.
- b. The licensee may upload any Delivery Packages onto the organisation's secure online learning system provided that only learners enrolled at the sites owned and operated by the licensee have access to the Delivery Packages.
- c. The Licensee may alter the format and content of Delivery packages in accordance with Instant's customisation allowance
(Refer to Appendix 3 for additional terms and conditions)

3.6. TRAINING ESTABLISHMENT ANNUAL NATIONAL LICENCE WITH CUSTOMISATION RIGHTS

- a. The licensee may use any Delivery Packages accessed under the licence agreement at all sites owned and operated by the licensee. The Delivery Packages may only be used with learners enrolled with the organisation.
- b. The licensee may upload any Delivery Package onto the organisation's secure online learning system provided that only learners enrolled at the sites owned and operated by the licensee have access to the Delivery Packages.
- c. Access to up to an agreed amount of Delivery Packages for an annual fee (see licence options).
- d. The Licensee may alter the format and content of Delivery Packages in accordance with Instant's customisation allowance.
(Refer to Appendix 4 for additional terms and conditions)

3.7. TRAINING ESTABLISHMENT CONTRACTOR'S LICENCE

- a. The licensee may use any Delivery Packages accessed under the licence agreement with an agreed number of learners at an agreed number of sites (enrolled or not enrolled at the licensee's organisation). This is subject to specific terms and conditions to be agreed in writing between both parties.

- b. Only those employed by the Contractor's organisation are permitted to teach the materials to non-enrolled learners.
- c. Customisation under this licence is prohibited unless agreed on in writing between the training establishment and IES. Additional fees may apply for customisation rights.
- d. Uploading any Delivery Packages on the organisation's on line learning system is prohibited unless agreed in writing between the training establishment and IES.

3.8. ADD-ON: INDIVIDUAL STUDENT PACKS

- a. Individual student packs are a pay-per student hard-copy resource, which is an optional add-on for select licences.
- b. Individual student packs, including supporting teaching, learning, and assessment material, are for one-time usage only and must not be reproduced in any way.

3.9. ADD-ON: INTERACTIVE PDF RESOURCE

- a. Interactive PDF resources are an optional add-on for select licences.

4. Terms of Payment

- 4.1.** For the purchase of individual Delivery Packages, payment in full must be made by the 20th of the month following the date on which the goods are invoiced by IES.
 - a. The Licensee shall be liable to meet the full cost of all additional freight charges and all government levies or taxes due on the product.
- 4.2.** For the purchase of Annual Licences, refer to Appendix 2 for payment terms for Secondary Schools and Appendix 4 for payment terms for Training Establishments.
- 4.3.** Instant Education Solutions may charge the Customer interest on any overdue amount (payable by the Customer immediately on demand) at the rate of 1.5 per cent per month, or the maximum rate permitted by relevant Laws, whichever is lower. Such interest shall accrue on a daily basis from the Due Date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 4.4.** All Licensees shall be liable to pay in full the costs associated with debt collection, including (but not limited to) debt collection agency fees and tribunal or court costs, in the event that the invoice is unpaid and is made the subject of a formal debt collection process by IES.

5. Right of Return

- 5.1. Delivery Packages sold in hard-copy and CD-ROM format are sold with a fourteen day right of return provided that the Delivery Package is returned in full and in a reusable condition. The Delivery Package may not be copied, stored or otherwise reproduced or distributed in any form by the Licensee if the fourteen day right of return is to be exercised.
- 5.2. Delivery Packages downloaded from the on-line library, shipped via email, or accessed via the Switch e-learning platform, may not be returned or refunded. In exceptional situations where a refund is given, the Delivery Package must be deleted from all storage mediums and may not be used, copied, stored, or otherwise reproduced or distributed by the licensee.

6. Free Upgrades

- 6.1. Free upgrades are offered at the sole discretion of IES. We are in no way obliged to provide or continue to provide free upgrades of Delivery Packages to licensees.
- 6.2. Any free additional or subsequent upgrades must be downloaded from the Instant website and will not be provided in either hard-copy or CD-ROM format. If the Licensee wishes to purchase a hard-copy CD-ROM format of the upgrade (of the same NZQA version) then an additional standard cost will apply.
- 6.3. This free upgrade offer does not apply to any add-ons, including the Switch e-learning resource, individual student packs, and interactive PDF resources.

6.4. Additional requirements for free upgrades for Standard, National and Contractor Licensees:

The Licensee shall be entitled to an upgrade of a specific Delivery Package, free of charge, if:

- a. NZQA publish a new version of the specific Unit Standard or Achievement Standard within twelve months of the date of purchase of the Delivery Package and
 - b. IES, at their sole discretion, upgrades the specific Delivery Package to the new NZQA version within that twelve months and
 - c. The licensee redeems the free upgrade within twelve months of the date of the initial purchase of the specific Delivery Package.
- 6.5. All other upgrades, including those outside this twelve months post-purchase period, will incur the relevant cost for the upgrade which may be altered from time to time by IES at their sole discretion.

6.6. IES may, at its sole discretion, enable a paid-up client who is registered on the website to download additional or subsequent upgrades of a Delivery Package for the same NZQA version via its on-line library for a period of up to twenty-four months from the date on which a new or upgraded Delivery Package has been purchased by that client. All other upgrades, including those outside this twelve months post-purchase period, will incur the relevant cost for the upgrade which may be altered from time to time by IES at their sole discretion.

6.7. Additional requirements for free upgrades for Annual Licensees

The Licensee will have access to any upgrades published by IES at their sole discretion due to NZQA changes, moderation or internal quality control, provided that their licence is current.

7. Product Quality

Our Delivery Packages are designed to support teaching and formal assessment.

7.1. IES warrants that reasonable efforts have been made to ensure that the Delivery Packages are of a suitable quality for commercial sale.

This warranty is the sole warranty provided by IES and the Licensee's sole remedy and replaces all other warranties or conditions, expressed or implied, including but not limited to any implied warranties or conditions for fitness for a particular purpose, to the extent permitted by law.

In particular, it is explicitly stated that NO guarantee is given that the materials will pass moderation by external standard setting or moderation monitoring authorities on every occasion.

7.2. Moderation Guarantee

In the event that assessment materials purchased by the Licensee fail to comply with the requirements of relevant external standard setting or moderation monitoring authorities, IES will modify and replace the Delivery Package free of charge, provided that:

- a. the Licensee, when using these materials, has internal moderation and quality control systems in place that comply with the requirements of the NZQA accreditation that the institution holds to teach and assess the materials in the jurisdiction where they are delivered;
- b. the Delivery Package is for the current version of the assessment standard authorised by the external standard setting or moderation monitoring authorities;
- c. no alterations have been made to the assessment materials. IES may ask the licensee for confirmation that no alterations have been made to the assessment prior to fulfilling our requirements under the moderation guarantee;

- d. the Licensee supplies IES with an electronic copy of the report from the external standard setting or moderation monitoring authorities that notifies the failure of the materials to meet the standard and specifies the areas that require remedial attention;
 - e. the Licensee supplies IES with an electronic copy of the assessment materials sent for moderation.
- 7.3.** Only a download from the online website library (or access via the Switch e-learning platform in some situations) will be made available free of charge. If the Licensee wishes to purchase a hard-copy of CD-ROM format of the upgrade (of the same NZQA version) then an additional standard cost will apply.

7.4. Additional moderation guarantee requirements for all Licensees

The licensee must download the modified Delivery Package described in this section within one month of it being published by IES to be eligible to receive the modified Delivery Package at no cost.

8. Copyright

- 8.1.** The material contained in all Delivery Packages, in its published format or altered by the licensee, is owned by IES and ownership of the copyright is NOT transferred as part of the purchase of any Delivery Package or accessed as part of any agreement.
- 8.2.** All Delivery Packages must not be altered in any way unless specific written permission is given to the licence holder by IES, or the licensee is using specific products that allow for variation as stated within these terms and conditions, or an unlock password has been provided by IES.
- 8.3.** All copyright statements and brand identification tags must be retained in the material at all times unless specific permission has been given to the licence holder. This applies irrespective of whether the material was supplied as hard-copy, electronic or web based course content.

9. Distribution of Delivery Packages

- 9.1.** The Delivery Package may not be copied or on-sold or distributed or gifted or emailed or duplicated or scanned or shared or otherwise made available by any means to any other person or organisation or party other than the Licensee without the express written permission of the Manager of IES, except in accordance with the terms of this licence. This restriction includes invoicing IES products to third-party users.
- 9.2.** No Licensee is permitted to make the contents of a Delivery Package, in full or in part, available to any other person or organisation other than that of the Licensee.

9.3. Potential Licensees who are unable to comply with these licence terms, or may be reasonably expected to have foreseen that they could not have done so, must request a variation to their licence conditions. Such agreements will be priced on a case-by-case basis, and there is no obligation on IES to agree to any such arrangement. All such agreements must be documented in writing and have appropriate proof of authorisation by the Manager of IES.

- 9.4.** All licensees, regardless of licence type, may only use their Delivery Packages with learners who are:
- a. Resident in New Zealand (including New Zealand citizens, permanent residents, or others who are legally entitled to reside or study in New Zealand)
 - b. New Zealand citizens who are living overseas
 - c. enrolled in the organisation

Licensees who wish to use their materials with learners (including online learning materials) who do not meet this criteria must obtain approval in writing from the Manager of IES.

- 9.5.** Any other distribution arrangement not covered in this agreement must be agreed upon by both parties in writing and a customised licence agreement put in place.

10. No Assignment

- 10.1.** The Licensee may not subcontract or otherwise assign their rights, obligations and responsibilities under this Agreement to any other party.

11. Continuity

- 11.1.** IES agrees not to assign its rights under the Annual Licence without first securing a covenant from the Assignee as to the continuity of the terms of this agreement for the remainder of the Licensee's Annual Licence term.

12. Contractors

- 12.1.** All contractors, who teach learners who are not formally enrolled in their organisation, must obtain a signed contractors licence (or an exemption agreement signed by the IES manager) for each specific Delivery Package they teach to non-enrolled learners.

13. Disclaimer and Limitation to Liability

13.1. IES does not make any warranty or assume any legal liability or responsibility for the accuracy, currency, or completeness of any information contained in any Delivery Package.

13.2. IES is not liable to a Licensee for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with these conditions, the Delivery Package, its use, and other application. In particular, IES excludes liability for any consequential loss or damage which may arise in respect of the Delivery Package or its use or for loss of profit, data, business revenue, goodwill, or anticipated savings.

These exclusions of liability apply to all liability whether in contract and/or tort (including negligence) or otherwise. If notwithstanding these provisions, IES becomes liable for loss or damage that would otherwise have been excluded, the parties agree that such liability is limited to the amount of the licence fee paid by the Licensee for the Delivery Package.

14. NZQA Copyright

Some Delivery Packages may include documents from NZQA. These are copyright to the New Zealand Qualifications Authority and have been reproduced with permission.

15. Privacy Policy

Instant Education Solutions, a division of Activate Training Centre, recognises that many people are concerned about the information they provide to us, and how we treat that information. This policy sets out our obligations under the Privacy Act 2020 and our own beliefs about what's right in this sensitive area. We may update the policy from time to time.

15.1. What information we collect:

15.2. The personal information we collect may include details of your name, telephone/mobile phone numbers, role, school/organisation name and details, e-mail address, physical/delivery address, and website. It may also include details of the services or products we provide to you, as well as the status of those services or products. We collect this information for purposes which include:

- provision of relevant services and products to you, including dealing with any enquiries or complaints;
- administration and management of services and products, including charging, billing and collecting debts
- promotion and marketing to you of other services or products which we consider may be of interest and where you agree to receiving any such communication
- conducting consumer surveys.

If you do not provide personal information where requested our ability to provide products/services to you may be impaired or restricted. All information is collected and held by Instant Education Solutions.

We may collect your personal information:

- when reasonable and practicable, directly from you (e.g. when you provide information to us over the phone or in documents such as an application or complaint form);
- from information you provide to us in connection with a consumer promotion
- from third parties e.g. from other divisions of our company
- from third parties supplying our products
- from the other organisations identified under “Disclosing your information”.

You authorise us to collect personal information about you from third parties, including those set out above.

15.3 Our website:

Our websites do not collect personally-identifiable information from individuals, unless you provide it to us voluntarily and knowingly. This means we don't require you to register or provide information to us in order to view our site. If you register for our services, we use the information you supply for the purpose of providing the services you've requested.

15.4 Cookies:

Like most companies, we use “cookie” technology on our web site. When you log in, the cookie tells us whether you've visited us before or are a new visitor. The cookie doesn't track any personal information about you or provide us with any way to contact you, and the cookie doesn't extract any information from your computer. Cookies are simply the best way for us to be able to offer you the most enjoyable and hassle free online environment. Storage of your information, and your personal details and information are only accessible by authorised personnel and are either:

- destroyed or returned to you if no longer needed; or
- stored securely in either paper or electronic form.

15.5 Update, correct, or delete your information:

You have a right to access and to request correction of personal information we hold about you. If you would like to:

- access the personal information we hold about you; or
- update and/or correct the personal information we hold about you

Please contact our administration at orders@instant.org.nz

15.6 Disclosing your information:

We understand how important it is for your information to remain private, and so we only disclose your personal information to third parties in certain limited circumstances. These disclosures will be made subject to appropriate privacy and

confidentiality protections. Organisations to which we usually disclose information include:

- other divisions within our company
- outsourced service providers who may manage the services we provide to you
- mailing systems
- marketing functions
- government and regulatory authorities and other organisations, as required or authorised by law
- our insurers; our professional advisers, including our accountants, auditors and lawyers; and your representatives (e.g. your legal advisers).

15.7 If something goes wrong:

If you have any questions about our Privacy Policy or would like to discuss any issues in relation to your personal information, you can contact our admin team at <mailto:orders@instant.org.nz>

16. Consent to Receive Electronic Messages

16.1. As a term of this licence the Licensee hereby explicitly grants permission to IES to contact them, or their employees, by means of the use of electronic messages for the purpose of providing services which form a part of this licence including general after-sales services. These services include, but are not limited to, providing information on:

- quotations
- updates to the products and services

- new products or services
- the client's web library
- the activities of customer representatives in your region that are intended to maintain contact with clients and keep clients informed of the relevant developments.

- 16.2.** The Licensee, excluding Licensees who have bought under Annual Licences and Switch subscribers, may unsubscribe from the electronic messaging services at any time by e-mailing IES at instant@instant.org.nz and clearly stating each of the email address(es) that they wish to be unsubscribed from the electronic message services. Address(es) so specified will be removed within five working days.
- 16.3.** A choice to unsubscribe from the electronic message services will not affect the Licensee's continued entitlement to use any products or services for which they hold a valid and current licence. A choice to unsubscribe from the electronic messaging services will remove any obligation from IES to provide any information to the Licensee in any other form, or by any other means of transmittal, whether bought as a component of this licence or not, or to provide the Licensee or their employees, with access to any web library or electronic file download facilities.
- 16.4.** IES shall not be liable for any consequential issues arising from the decision of the Licensee to unsubscribe from the electronic messaging service, including, but without limitation, any issues arising from the use of products or services that are out of date with respect to moderation or academic requirements.
- 16.5.** Licensees who have bought under an Annual Licence must receive electronic messages for the duration of the licence agreement to allow access to information related to Delivery Package version status and usage.

17. Uncontrollable Events

- 17.1.** Neither IES nor the Licensee will be in default under this agreement if an obligation cannot be performed because of an uncontrollable event.
- 17.2.** Where IES or the Licensee is affected by an uncontrollable event they must:
- 17.2.1.** notify the other party of:
- a. the nature of the circumstances giving rise to the uncontrollable event;
 - b. the extent of that party's inability to perform; and
 - c. the likely duration of that non-performance
- 17.2.2.** take all reasonable steps to remedy, or reduce the impact of, the uncontrollable event as soon as possible.
- 17.3.** If IES or the Licensee is unable to perform an obligation under this agreement for 20 business days or more because of an uncontrollable event, both parties must seek to agree to what extent, if any, the obligation in question can be varied and or continued by the affected party.
- 17.4.** Failing agreement, IES or the Licensee may terminate this agreement after giving the other at least 20 business days prior written notice. In such cases, reimbursement, if any, will be negotiated on a case by case basis.

18. Dispute Resolution

- 18.1. No party in this agreement will commence any court or arbitration proceedings relating to any dispute arising out of or related to this agreement, unless the party has first complied with this Dispute Resolution clause.
- 18.2. Any dispute arising during the course of this agreement will be dealt with between the Manager of IES and the School or Training Establishment Administrator (or another person selected by the School or Training Establishment to deal with the dispute).
- 18.3. The party that claims a dispute has arisen must give written notice to the other party specifying the nature of the dispute. The party receiving details of the dispute must then reply to the other party in writing. All reasonable effort must be made to resolve the dispute between the parties.
- 18.4. If the dispute is not resolved between the parties, either party may refer this dispute to mediation. The mediation will be conducted in accordance with the terms of the LEADR New Zealand Incorporated Standard Mediation Agreement. The mediation fee will be shared equally between the parties.
- 18.5. If mediation is unsuccessful, the party who raised the dispute may choose how to further proceed with the dispute.

19. Definitions

'CONTENT' includes but is not limited to text, definitions, questions, audio, video, electronic books, diagrams, formatting, computer files (such as MS Excel or MS Access files), images, interactive content, or any other material supplied in a Delivery Package by IES.

'CONTRACTOR' means a person or organisation [NZQA accredited or non-accredited] that uses, or intends to use, Instant Delivery Packages with learners who are not enrolled in their own organisation.

'DELIVERY PACKAGE' (also referred to as Delivery Packs) means the content and format and container for the materials supplied under this Agreement. Delivery packages may consist of an individual assessment, teaching or learning material, interactive pdf electronic files, online resources, supplementary materials, or any combination or permutation of the above. Materials can be supplied in secure electronic PDF format and/or e-learning format and/or hard copy format and/or any other educational format dependent upon the product or service purchased, and Licence agreement entered into. Materials supplied may or may not relate to NZQA Unit Standards and/or NZQA Achievement Standards.

'DOMESTIC LEARNER' means any learner who is legitimately studying in New Zealand, or any New Zealander who is studying overseas.

'INSTANT EDUCATION SOLUTIONS' is a trading name of Activate Training Centre Limited, a private charitable company registered with the New Zealand Companies Office, [913506], and also registered in New Zealand as a Private Training Establishment by the New Zealand Qualifications Authority pursuant to the Education Amendment Act 1990. ATC New Zealand, Activate Training Centres and ATC have a similar meaning.

'LICENSEE' is any organisation or person who purchases any Delivery Package(s) under either a Standard, National, National Customisation, Annual, or Contractor user licence.

Any person buying on behalf of an organisation is deemed to be acting as a representative of the organisation unless agreed in writing with IES. As a result, the organisation owns the rights to use the Delivery Package, not the person.

'ONLINE LEARNING SYSTEM' refers to any internet based system used for the purposes of storing, accessing, distributing, and teaching of Instant Education Solutions Delivery Packages in electronic form (excluding the Switch e-learning platform). This includes but is not limited to Intranet systems, MOOCs, Google Drive, Google Classrooms, use on Apple, Android, on any other mobile devices, Moodle, Moodle docs, Wikispaces or any other web based learning technologies. The definition of Online Learning System does not include the Switch e-learning platform.

'OWNED AND OPERATED' - A delivery site is deemed to be owned and operated by an organisation if the delivery site is registered by NZQA as a:

- a) Main office (with a registered Education Organisation Number) OR
- b) Delivery site (with a registered Location and Number)

All learning centres that are not at the same location as the main office must be listed as an additional delivery site on the NZQA website (with a registered Location and Number). This includes teen parenting units, trade academies, and alternative education centres. Exceptions may be made to this requirement upon agreement in writing by the organisation and the manager of IES.

'SECONDARY SCHOOL' means any school offering classes from Year 9 to Year 13. It also includes Area Schools, Composite Schools (Yr 1-15) and any special character schools or charter schools registered with NZQA.

'UNCONTROLLABLE EVENT' means an unpredictable event that is beyond the reasonable control of the party affected by the event (including where the Licensee has failed to make due payment because of an unpredictable event beyond their reasonable control). An uncontrollable event does not include any risk or event that the party claiming could have prevented or overcome by taking reasonable care.

'UPGRADE' means any changes to a Delivery Package due to an NZQA version change, NZQA moderation feedback, or any internal changes made by IES.

'USE' means use of the content of the Delivery Package by learners enrolled in the educational institution, and teachers employed by that institution, provided that such use is in the format permitted by that type of licence, and the nature and extent of distribution is in accordance with the terms of that type of licence.

Appendix 1: Additional Conditions for a Standard Licence for Secondary Schools

1. Customisation of Technology and Computing Delivery Packages

1.1. This section applies to selected Delivery Packages in the following domains only:

- Business Administration (Unit Standard)
- Computing (Unit Standard)
- Technology (Achievement Standard)

1.2. Licensees may customise any delivery package mentioned in 1.1 upon provision of an unlock password supplied by IES. This password will be supplied, upon agreement to these conditions, prior to the Delivery Packages being downloaded. Any customisation is at the own cost and capability of the licensee.

Only the following customisations may be made:

- 1.2.1. alterations for the purposes of uploading material on a secure online learning system
- 1.2.2. rearranging, editing, adding, or removing content in order to make it suitable for the organisation's learning needs

The following customisations are prohibited unless authorised by IES in writing:

- 1.2.3. deleting any references to IES
- 1.2.4. adding any organisational logos or references
- 1.2.5. changing content by more than 20% total.

1.3. The following notice must be inserted into any altered teaching or learning material:

This learning material is based on content provided by Instant Education Solutions and is copyrighted by Instant Education Solutions. Parts of this material have been altered by the licensee's organisation in order to make it more suitable for the organisation's specific learning needs. Instant Education Solutions does not take any responsibility for the accuracy and legitimacy of any information contained within this learning material.

1.4. Any alterations to assessments will automatically void the moderation guarantee. IES will ask the licensee for confirmation that the assessment has not been altered before fulfilling our requirements under the moderation guarantee.

- 1.4.1. If an achievement standard assessment has been altered, the licensee **must** remove the NZQA QAAM approval from the assessment (unless the specific alteration is permitted in the assessment). This is a condition of the QAAM approval process.
- 1.4.2. In situations where the assessment has been altered, the licensee must insert the following into all altered assessment documents:

Appendix 1: Additional Conditions for a Standard Licence

This assessment is based on content provided by Instant Education Solutions and is copyrighted by Instant Education Solutions. As this assessment has been altered, Instant Education Solutions provides no guarantee that it meets moderation requirements either through independent moderation or through the NZQA QAAM approval process.

- 1.5. The reproduction of content in any alternative form, including the alteration of layout and graphics, shall not void the copyright held by IES in the materials or derivatives of them. Under no circumstances may the licensee use, sell, or give original or altered Delivery Packages to any person or organisation other than those specified in the licence agreement.

Appendix 2: Additional Conditions for Secondary Schools with a Annual Licence

1. Purpose of Licence

This agreement allows an NZQA registered secondary school to access the full library of Instant Delivery Packages (including all unit standards and achievement standards, hereafter called the 'IES Library') up to the number of standards specified in this agreement. Variations to this licence agreement may be made at any stage, in writing, as agreed between both parties.

2. Terms of Licence and Payment of Fees

- 2.1. The annual license minimum term is 36 (thirty six) months from the date of signing this license agreement. This licence may be extended after 36 months after both parties have agreed in writing on any altered terms, fees, and other relevant conditions.
- 2.2. The annual fee is calculated based on the number of Delivery Packages the licensee has been granted access to according to the details specified in this agreement.
- 2.3. The license fee is to be paid annually. The date of payment will be based on the date the license agreement commenced and its subsequent anniversaries.
- 2.4. The Licensee may only reduce the number of Delivery Packages accessed in their Member's Library on the anniversary date of this agreement and must be agreed in writing between both parties before any reduction takes place.
- 2.5. The Licensee may increase the number of delivery packages accessed under their license agreement at any time for an additional cost. Any revised agreement must be confirmed in writing by the Licensee and IES. By signing a revised agreement in writing, the Licensee agrees to the new annual fee based on the date the revised license agreement commenced.
- 2.6. All annual licence fees must be paid in full by the Licensee by the 20th of the following month of the invoice date.

3. Determination of Annual Fee

The annual fee is calculated based on the type of Secondary School, the number of learners enrolled at the Licensee's Secondary School, and the total number of Delivery Packages the Licensee wants access to.

In particular, the Licensee is required to provide the following information as required by IES each year before the anniversary date of the agreement so that the annual fee can be calculated:

- 3.1. Whether a Licensee is deemed a Secondary Area School or a Secondary School by the Ministry of Education and the New Zealand Qualifications Authority.

Appendix 2: Additional Conditions for Secondary Schools with a Annual Licence

- 3.2.** The total number of students (full-time or otherwise) enrolled at the Licensee's school as of the renewal date of the licence.
- a. For schools that have large fluctuations in their student enrolments in any one year the license fee may be negotiated in writing between both parties.
- 3.3.** All revised annual fees must be paid in full by the Licensee by the 20th of the following month of the invoice date.

4. Transfer of all Delivery Packages

Any existing Instant Delivery Packages purchased by the Licensee under any other licence is rescinded upon the signing of this agreement (this means that your rights of usage and ownership are permanently withdrawn). These Delivery Packages must be deleted from all storage mediums and may not be used, stored, or redistributed by the licensee.

- 4.1.** Any Delivery Packages that the Licensee previously purchased and still wishes to use must be reordered under the terms of the Annual License.
- a. A discount may be applied to the price of the initial first year of a License Agreement on a case by case basis. The discount will be considered based on the number of current Delivery Packages previously purchased by the Licensee prior to signing the agreement. Current Delivery Packages exclude Delivery Packages that require the Licensee to upgrade due to an NZQA version change or internal IES upgrades.

5. Delivery Packages

The Licensee is permitted to have access to the number of Delivery Packages from the IES Library as specified in the Annual License Agreement.

- 5.1.** Delivery Packages may be added to Licensee's Member's Library by the Licensee at any time during the licence year. Once a Delivery Package is added it is deemed 'added' to the total number of Delivery Packages licensed to the school.
- 5.2.** Delivery Packages can only be removed from the Licensee's Member's Library by the Licensee at the anniversary date of signing this agreement. Once a Delivery Package has been removed, the Licensee has no rights to use the Delivery Package in any manner. Any hard-copies or electronic forms of the material must also be removed from circulation or deleted. The number of Delivery Packages that can be removed at any one time will be stipulated in writing and agreed by both parties.
- 5.3.** Access to additional Delivery Packages, beyond the total number specified in the Annual License Agreement, may be granted based on an agreement in writing between both parties. This agreement will be deemed as a variation to the current

Appendix 2: Additional Conditions for Secondary Schools with a Annual Licence

license agreement.

- 5.4. Any NZQA or internal version changes of Delivery Packages will be provided free of charge to the Licensee once published by IES, provided that the Licence Agreement is current. Access to version changes will be available by the School Administrator downloading the free upgrade from the Licensee's Member's Library.
- 5.5. IES reserves the right to remove any Delivery Packages from its IES Library at any time.
- 5.6. IES reserves the right to add or not add any Delivery Packages to the IES Library as it sees necessary. Requests for certain Delivery Packages to be added to the IES Library will not necessarily be granted.
- 5.7. IES reserves the right to provide Delivery Packages that contain assessment material only or teaching material only. Provision of Delivery Packages that contain assessments and teaching material will be provided at the sole discretion of IES.
- 5.8. Some teaching resources provided by IES may constitute more value than one Delivery Package. In this case, these resources will be identified as such and adding these to the library will result in the equivalent of two or more Delivery Packages being added to the Licensee's library.
- 5.9 Any Delivery Package that expires (due to the NZQA version no longer being valid for assessment and reporting) will still be deemed 'added' to the total number of Delivery Packages licensed to the licensee. Any changes to the licensee's Member's Library must be implemented according to clause 5.2. It is the licensee's responsibility to ensure that their library is updated on each anniversary date.

6. Access to Delivery Packages

- 6.1. A Licensee may only have access to Delivery Packages by accessing them through their Member's Library stored on the IES website. Any teacher that is registered with the Licensee may create a user's account within the website and access the Delivery Packages that have been added by the School Administrator(s).
- 6.2. Hard-copies of folders and workbooks may be purchased individually at an additional cost outside this licence. Any registered user within the Licensee's school may purchase these. Any hard-copies sold under an Annual License may only be used in accordance with the terms and conditions of this agreement.

7. Customisation of Technology and Computing Delivery Packages

This section applies to selected Delivery Packages in the following domains only:

- Business Administration (Unit Standard)
- Computing (Unit Standard)

Appendix 2: Additional Conditions for Secondary Schools with a Annual Licence

- Technology (Achievement Standard)

7.2. Licensees may customise any delivery package mentioned in 7.1 upon provision of a PDF password supplied by IES. This password will be supplied, upon agreement to these conditions, prior to the delivery package being downloaded. Only the follow customisations may be made:

7.2.1. alterations for the purposes of uploading material on a local intranet (with no public access)

7.2.2. rearranging, editing, adding, or removing content in order to make it suitable for the organisation's learning needs

7.3. The following notice must be inserted into any altered teaching or learning material:

This learning material is based on content provided by Instant Education Solutions and copyrighted to Instant Education Solutions. Parts of this material have been altered by the licensee's organisation in order to make it more suitable for the organisation's specific learning needs. IES does not take any responsibility for the accuracy and legitimacy of any information contained within this learning material.

7.4. Any alterations to assessments will automatically void the moderation guarantee. IES will ask the licensee for confirmation that the assessment has **not** been altered before fulfilling our requirements under the moderation guarantee.

7.4.1. If an achievement standard assessment has been altered, the licensee **must** remove the NZQA QAAM approval from the assessment (unless the specific alteration is permitted in the assessment). This is a condition of the QAAM approval process.

7.4.2. In situations where the assessment has been altered, the licensee must insert the following into all altered assessment documents:

This assessment is based on content provided by Instant Education Solutions and is copyrighted to Instant Education Solutions. As this assessment has been altered, Instant Education Solutions provides no guarantee that it meets moderation requirements either through independent moderation or through the NZQA QAAM approval process.

7.5. The reproduction of content in any alternative form, including the alteration of layout and graphics, shall not void the copyright held by IES in the materials or derivatives of them. Under no circumstances may the licensee use, sell, or give original or altered Delivery Packages to any person or organisation other than those specified in the licence agreement.

Appendix 2: Additional Conditions for Secondary Schools with a Annual Licence

8. School Administrator

Once an Annual License agreement has been signed, the Licensee will inform IES of their designated School Administrator(s). The School Administrator is granted access by IES to add, on behalf of the Licensee, the Delivery Packages to be accessed during the term of the agreement.

9. Termination

9.1. Termination by Licensee: Termination of this License agreement may only be made at the end of the initial 36 (thirty-six) month licence period. (Refer to 2.1 for licence extension information.)

9.2. If the Licensee does not give notice of termination until after their licence period has ended or wants to extend their licence for a limited period of time, they will be charged a pro-rata daily rate for the use of their annual licence until written notification of termination is received by IES from the Licensee. The price of the pro rata charge will be that of the standard annual licence price at the time of termination, not the price that the Licensee agreed to at the start of the licence term.

9.3. Termination by IES:

- a. IES reserves the right to terminate this agreement upon notice if the Licensee breaches any terms of this license agreement. Any breach of this agreement shall cause the Licensee to forfeit their rights to have access to and use any Delivery Packages accessed under this license in any form and to any extent whatsoever. In such an event the Licensee shall not be entitled to a refund, reimbursement, or compensation for loss arising from the breach or the forfeiture of their rights under this license agreement.
- b. IES reserves the right to alter or terminate this agreement due to any compliance notice or legislation that could reasonably prevent IES from providing services to the Licensee as agreed upon in this agreement. In such cases, reimbursement, if any, will be negotiated on a case by case basis.

9.4. Once this license is terminated, regardless of the reason why it was terminated, all rights of usage of the Licensee are terminated and all electronic copies of Delivery Packages (including altered Delivery Packages) must be destroyed unless agreed in writing by both parties. Any paper copies of Delivery Packages must be returned to IES or destroyed. IES may ask for written notification that this has occurred.

9.5. If the Licensee does not give notice of termination until after their licence period has ended, they will be charged a pro-rata daily rate for the delay in notification until written notification is received by IES. The price of the pro rata charge will be that of the annual licence price at the time of termination, not the price that they had at the start of the licence.

Appendix 3: Additional Conditions for National Licence with Customisation Rights

1. Customisation of Delivery Packages

- 1.1. The licensee is permitted to make alterations to any Delivery Package according to the following conditions. Sections 8.2 and 8.3 of the Terms and Conditions of Sale and Use are rescinded and replaced with the conditions in this agreement.

1.2. Formatting

The licensee is permitted to present the Delivery Package in formatting of their choice. Instant Education Solutions must be acknowledged in each Delivery Package that has had its formatting altered by inserting the following.

This learning material is based on content provided and copyrighted by Instant Education Solutions.

1.3. Alteration to Teaching Material

The Licensee may alter any knowledge content that appears in any Delivery Package purchased under this agreement provided that the following acknowledgement is inserted into all documents created.

This learning material is based on content provided by Instant Education Solutions and is copyrighted to Instant Education Solutions. Parts of this material have been altered by the licensee's organisation in order to make it more suitable for the organisation's specific learning needs. IES does not take any responsibility for the accuracy and legitimacy of any information contained within this learning material.

1.4. Assessments

- a. Any alterations to an assessment will automatically void the moderation guarantee. IES will ask the licensee for confirmation that the assessment has not been altered before fulfilling our requirements under the moderation guarantee.
- b. If an achievement standard assessment has been altered, the licensee must remove the NZQA QAAM approval from the assessment (unless the specific alteration is permitted in the assessment conditions). This is a condition of the QAAM approval process.
- c. In situations where an assessment has been altered, the licensee must insert the following into all altered assessment documents:

This assessment is based on content provided by Instant Education Solutions and copyrighted to Instant Education Solutions. As this assessment has been altered, Instant Education Solutions provides no guarantee that it meets moderation requirements either through independent moderation or through the NZQA QAAM approval process.

Appendix 3: Additional Conditions for National Licence with Customisation Rights

1.5. Intellectual Property

The reproduction of the content in any alternative form, including the alteration of layout or graphics, shall not void the copyright held by IES in the materials or derivatives of them. Under no circumstances may the licensee use, sell, or give original or altered Delivery Packages to any person or organisation other than those specified in the licence agreement.

Appendix 4: Additional Conditions for Annual National Licence

1. Purpose of Agreement

This agreement allows an NZQA registered National Training Establishment to access the full library of Instant Delivery Packages (including all unit standards and achievement standards, hereafter called the 'IES Library') up to the number of standards specified in this agreement. Variations to this license agreement may be made at any stage, in writing, as agreed between both parties.

2. Terms of License and Payment of Fees

- 2.1. The annual license minimum term is 36 (thirty six) months from the date of signing this license agreement. This licence may be extended after 36 months after both parties have agreed on any altered terms, fees, and other relevant conditions.
- 2.2. The annual fee is calculated based on the number of Delivery Packages the licensee has been granted access to according to the details specified in this agreement.
- 2.3. The license fee is to be paid annually. The date of payment will be based on the date the license agreement commenced and its subsequent anniversaries.
- 2.4. The Licensee may only reduce the number of delivery packages accessed in their Member's Library on the anniversary date of this agreement and must be agreed in writing between both parties before any reduction takes place
- 2.5. The Licensee may increase the number of delivery packages accessed under their license agreement at any time for an additional cost. Any revised agreement must be confirmed in writing by the Licensee and IES. By signing a revised agreement in writing, the Licensee agrees to the new annual fee based on the date the revised license agreement commenced.
- 2.6. All annual license fees must be paid in full by the Licensee by the 20th of the following month of the invoice date.

3. Transfer of all Delivery Packages

Any existing Instant Delivery Packages purchased by the Licensee under any other license is rescinded upon the signing of this agreement (this means that your rights of usage and ownership are permanently withdrawn). These Delivery Packages must be deleted from all storage mediums and may not be used, stored, or redistributed by the licensee.

- 3.1. Any Delivery Packages that the Licensee previously purchased and still wishes to use must be reordered under the terms of the Annual Licence.
 - a. A discount may be applied to the price of the initial first year of a License Agreement on a case by case basis. The discount will be considered based on the number of current Delivery Packages purchased by the Licensee prior to signing the agreement. Current Delivery Packages exclude Delivery

Appendix 4: Additional Conditions for Annual National Licence

Packages that require the Licensee to upgrade due to an NZQA version change or internal IES upgrade.

4. Delivery Packages

The Licensee is permitted to have access to the number of Delivery Packages from the IES Library as specified in the Annual License Agreement.

- 4.1. Delivery Packages may be added to Licensee's Member's Library by the Licensee at any time during the license year. Once a Delivery Package is added it is deemed 'added' to the total number of Delivery Packages licensed to the Training Establishment.
- 4.2. Delivery Packages can only be removed from the Licensee's Member's Library by the Licensee at the anniversary date of signing this agreement. Once a Delivery Package has been removed, the Licensee has no rights to use the Delivery Package in any manner. Any hard-copies or electronic forms of the material must also be removed from circulation or deleted. The number of Delivery Packages that can be removed at any one time will be stipulated in writing and agreed by both parties.
- 4.3. Access to additional Delivery Packages, beyond the total number specified in the Annual License Agreement, may be granted based on an agreement in writing between both parties. This agreement will be deemed as a variation to the current license agreement.
- 4.4. Any version changes of Delivery Packages will be provided free of charge to the Licensee once published by IES, provided that the License Agreement is current. Access to version changes will be available by the School Administrator downloading the free upgrade from the Licensee's Member's Library.
- 4.5. IES reserves the right to remove any Delivery Packages from its IES Library at any time.
- 4.6. IES reserves the right to add or not add any Delivery Packages to the IES Library as it sees necessary. Requests for certain Delivery Packages to be added to the IES Library will not necessarily be granted.
- 4.7. IES reserves the right to provide Delivery Packages that contain assessment material or teaching material only. Provision of Delivery Packages that contain both assessment and teaching material will be provided at the sole discretion of IES.
- 4.8. Some teaching resources provided by IES may constitute more value than one Delivery Package. In this case, these resources will be identified as such and adding these to the library will result in the equivalent of two or more Delivery Packages being added to the Licensee's library.

Appendix 4: Additional Conditions for Annual National Licence

5. Alterations to Delivery Packages

5.1. The licensee is permitted to make alterations to any Delivery Package according to the following conditions. Sections 8.2 and 8.3 of the standard Delivery Package Terms and Conditions are rescinded and replaced with the conditions in this agreement.

5.2. Formatting

The licensee is permitted to present the Delivery Package in formatting of their choice. Instant Education Solutions must be acknowledged in each Delivery Package that has had its formatting altered.

This learning material is based on content provided and copyrighted by Instant Education Solutions.

5.3. Alterations to Teaching Material

The Licensee may alter any knowledge content* that appears in any Delivery Package purchased under this agreement provided that the following acknowledgement is inserted into all documents created.

This learning material is based on content provided by Instant Education Solutions and is copyrighted to Instant Education Solutions. Parts of this material have been altered by the licensee's organisation in order to make it more suitable for the organisation's specific learning needs. IES does not take any responsibility for the accuracy and legitimacy of any information contained within this learning material.

5.4. Assessment

- a. Any alterations to an assessment will automatically void the moderation guarantee. IES will ask the licensee for confirmation that the assessment has not been altered before fulfilling our requirements under the moderation guarantee.
- b. If an achievement standard assessment has been altered, the licensee must remove the NZQA QAAM approval from the assessment (unless the specific alteration is permitted in the assessment conditions). This is a condition of the QAAM approval process.
- c. In situations where an assessment has been altered, the licensee must insert the following into all altered assessment documents:

This assessment is based on content provided by Instant Education Solutions and is copyrighted to Instant Education Solutions. As this assessment has been altered, Instant Education Solutions provides no guarantee that it meets

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moderation requirements either through independent moderation or through the NZQA QAAM approval process.

5.5. Intellectual Property

The reproduction of the content in any alternative form, including the alteration of layout or graphics, shall not void the copyright held by IES in the materials or derivatives of them. Under no circumstances may the licensee use, sell, or give original or altered Delivery Packages to any person or organisation other than those specified in the licence agreement.

6. Access to Delivery Packages

- 6.1. A Licensee may only have access to Delivery Packages by accessing them through their Member's Library stored on the IES website. Any tutor/teacher that is registered with the Licensee may create a user's account within the website and access the Delivery Packages that have been added by the Training Administrator(s).
- 6.2. Hard-copies of folders and workbooks may be purchased individually at an additional cost outside this licence. Any registered user within the Licensee's organisation may purchase these. Any hard-copies sold under an Annual License may only be used in accordance with the terms and conditions of this agreement.

7. Training Administrator

Once an Annual License agreement has been signed, the Licensee will inform IES of their designated Training Administrator(s). The Training Administrator is granted access by IES to add, on behalf of the Licensee, the Delivery Packages to be accessed during the term of the agreement.

8. Termination

- 8.1. **Termination by Licensee:** Termination of this License agreement may only be made at the end of the initial 36 (thirty-six) month licence period. (Refer to 2.1 for licence extension information.)
- 8.2. If the Licensee does not give notice of termination until after their licence period has ended or wants to extend their licence for a limited period of time, they will be charged a pro-rata daily rate for the use of their annual licence until written notification of termination is received by IES from the Licensee. The price of the pro rata charge will be that of the standard annual licence price at the time of termination, not the price that the Licensee agreed to at the start of the licence term.

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8.3. Termination by IES:

IES reserves the right to terminate this agreement upon notice if the Licensee breaches any terms of this license agreement. Any breach of this agreement shall cause the Licensee to forfeit their rights to have access to and use any Delivery Packages accessed under this license in any form and to any extent whatsoever. In such an event the Licensee shall not be entitled to a refund, reimbursement, or compensation for loss arising from the breach or the forfeiture of their rights under this license agreement.

IES reserves the right to alter or terminate this agreement due to any compliance notice or legislation that could reasonably prevent IES from providing services to the Licensee as agreed upon in this agreement. In such cases, reimbursement, if any, will be negotiated on a case by case basis.

- 8.4. Once this license is terminated, regardless of the reason why it was terminated, all rights of usage of the Licensee are terminated and all electronic copies of Delivery Packages (including altered Delivery Packages) must be destroyed unless agreed in writing by both parties. Any paper copies of Delivery Packages must be returned to IES or destroyed. IES may ask for written notification that this has occurred.

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