



WorkHab FCE System Licence Agreement

DETAILS	
WorkHab	<p>Netcombe Pty Ltd trading as WorkHab International</p> <p>ABN: 15 070 106 062</p> <p>Address: PO Box 1761, Bundaberg, QLD 4670</p> <p>Phone: +61 7 4154 4630</p> <p>Fax: +61 7 4154 4631</p> <p>E-mail: admin@workhab.com</p> <p>Website: http://www.workhab.com</p>
Licensee	<p>Name:</p> <p>ABN:</p> <p>Address:</p> <p>Phone:</p> <p>Fax:</p> <p>E-mail:</p>
Background	<p>A. WorkHab owns the System.</p> <p>B. WorkHab has agreed to licence use of the System to the Licensee on the attached Terms and Conditions.</p>
Commencement Date	
Initial Term	1 year from the Commencement Date
Renewal Term	1 year from the end of the previous term
System	means the WorkHab FCE (Functional Capacity Evaluation) System as detailed in Item 1 of Schedule 1, and all Intellectual Property Rights therein.
Licence Fee	\$1,950 including GST
Renewal Fee	\$499 including GST
<p>Signed by a duly authorised officer of Netcombe Pty Ltd trading as WorkHab International ABN 15 070 106 062:</p> <p>Signature:</p> <p>Name:</p> <p>Position:</p> <p>Date:</p>	<p>Signed by the Licensee:</p> <p>Signature:</p> <p>Name:</p> <p>Position:</p> <p>Date:</p>

TERMS AND CONDITIONS

1. DEFINITIONS

In this Agreement, all capitalised terms have the meaning set out below or in the Details:

- (1) **Agreement** means this WorkHab FCE System Licence Agreement and Schedule 1.
- (2) **Commencement Date** means the date specified in the Details.
- (3) **Details** means the section called "Details" on page 1 of this Agreement.
- (4) **Intellectual Property Rights** means all industrial and intellectual property rights throughout the world and includes rights in respect of copyright, patents, trade marks, designs, trade secrets, know-how, confidential information and circuit layouts.
- (5) **Licence** means the licence of the System granted under this Agreement.
- (6) **Trade Mark** means the trade mark at Item 6 of Schedule 1 which is owned by WorkHab.
- (7) **Website** means the WorkHab website set out in the Details.

2. LICENCE FEE

The Licensee must pay the Licence Fee to WorkHab on or prior to the Commencement Date.

3. TRAINING

The Licensee must:

- (1) undergo all training relating to the use of the System prescribed by WorkHab; and
- (2) successfully complete the online exam on the use of the System within 5 working days of training completion,

before the grant of Licence in clause 4 will take effect.

4. GRANT OF LICENCE

4.1 Subject to clause 3, WorkHab grants a non-exclusive non-transferable licence to the Licensee to use the System on the terms and conditions of this Agreement.

4.2 The Licensee must not use, or allow any third party to use, the System in any way where the Licence has been suspended under clause 5.4 or has been terminated for any reason.

4.3 The grant of Licence for the Initial Term includes the services and products specified in Item 2 of Schedule 1.

4.4 The grant of Licence for any Renewal Term will include the services and products specified in Item 3 of Schedule 1.

5. TERM AND RENEWAL

5.1 The Initial Term of the Licence is set out in the Details.

5.2 The Licensee may, with WorkHab's prior consent, renew the Licence for the Renewal Term in the manner set out in Item 4 of Schedule 1, and thereafter for successive Renewal Terms.

5.3 The Licensee must pay WorkHab the Renewal Fee for

each Renewal Term before the Licence may be exercised in the relevant Renewal Term.

5.4 If the Licensee does not renew the Licence prior to expiry of the relevant term, or does not pay the Renewal Fee, then WorkHab may terminate the Licence and this Agreement immediately. If WorkHab does not terminate then this Agreement will continue, but the Licence will be suspended and the Licensee will not be permitted to exercise the Licence until the Licensee renews and pays the Renewal Fee.

5.5 If the Licensee does not renew within 3 years from the end of the Initial Term, then the Licence and this Agreement will automatically expire.

6. ACCESS AND USE

6.1 On grant of the Licence under clause 4, WorkHab will provide to the Licensee:

- (1) all relevant usernames and passwords for access to the online FCEase software application (**Online Application**) and the Evaluator section on the Website; and
- (2) a copy of the Official WorkHab Manual (**Manual**). The risk of loss or damage to the Manual passes to the Licensee on delivery to the Licensee.

6.2 The Licensee must use the WorkHab Functional Capacity Evaluation System and Protocols (**FCE Protocols**) in conjunction with the Online FCEase Application, and strictly in accordance with the training undertaken by the Licensee, the Manual provided, and any directions given by WorkHab from time to time.

6.3 The Licensee must pay WorkHab the user fees (FCEase Credits) specified in Item 5 of Schedule 1 for its day to day use of the System.

7. TRADE MARK

The Licensee may as part of the Licence use the Trade Mark in advertising and promotional material. The Licensee must not do anything that could bring the Trade Mark or WorkHab's reputation into disrepute.

8. INTELLECTUAL PROPERTY RIGHTS

The Licensee acknowledges and agrees that:

- (1) All Intellectual Property Rights in and relating to the System, are and remain the property of WorkHab; and
- (2) the Licensee will not acquire any right, title or interest in any of those Intellectual Property rights.

9. CONFIDENTIAL INFORMATION

9.1 Each party will use any confidential information provided or made available to them solely for the purpose for which it was provided, and will not disclose such information, whether directly or indirectly, to any third party.

9.2 Where disclosure is essential, the disclosing party will, prior to any such disclosure, obtain from such third parties legally binding agreements to maintain in confidence the information to be disclosed to the same extent at least as the parties are bound in this clause 9.

10. SUPPORT

WorkHab will provide unlimited clinical and technical help-desk support to assist the Licensee to use the WorkHab FCE System (protocol) and the Online FCEase Application.

11. RESTRICTIONS ON USE

11.1 The Licensee must not:

- (1) copy or reproduce any part of the System by any means or in any form;
- (2) teach or exhibit the FCE Protocols to any third party;
- (3) copy or distribute the Manual or any other material provided by WorkHab;
- (4) manipulate or adapt the FCE Protocols outside the parameters provided by WorkHab, or mix the FCE Protocols with other protocols; or
- (5) access or use the online FCEase system using any log in details (username or password) that was not issued directly to the Licensee.
- (6) directly or indirectly allow or cause a third party to do any of those things.

11.2 The FCE System (protocols), including any pre-employment functional evaluations or SFT functional assessments using any diminutive of the System, must be used in conjunction with the Online FCEase Application. Any unauthorised editing, rebranding or reformatting is strictly prohibited.

11.3 The Licensee must notify WorkHab immediately on becoming aware of any unauthorised use or copying of any part of the WorkHab System including the WorkHab Manual and the online FCEase Application.

12. SECURITY

The Licensee is responsible for the supervision, management and control of its log in details (username and password) and any other codes permitting access to the online Evaluator Section or the online FCEase System via the WorkHab Website.

13. REPRESENTATIONS AND WARRANTY

13.1 WorkHab warrants that it has the authority to grant the Licence.

13.2 Apart from any condition or warranty implied by law which cannot be excluded, restricted or modified, and any express representation or warranty in this Agreement, WorkHab makes no representation or warranties in relation to any goods or services provided under this Agreement.

13.3 The Licensee acknowledges that they are relying solely on their own skill and judgement in determining the suitability of the System for their business or for any general or specific purposes.

14. INDEMNITY BY LICENSEE

The Licensee indemnifies WorkHab against:

- (1) all losses and liabilities incurred by WorkHab; and
- (2) all legal costs (on a solicitor and own client or

full indemnity basis, whichever is the greater) and other expenses incurred by WorkHab in connection with a demand, action, arbitration or other proceeding,

arising directly or indirectly as a result of or in connection with a breach or non-performance of any of the obligations of the Licensee under this Agreement, whether express or implied.

15. TERMINATION

15.1 Either party may terminate this Agreement immediately by written notice if the other party commits a material breach of this Agreement and that breach is not remedied within 30 days of receiving a notice from the party not in breach.

15.2 A material breach occurs if:

- (1) WorkHab breaches the warranty provided by it in this Agreement; or
- (2) the Licensee fails to pay any sums owing to WorkHab under this Agreement on the due date; or
- (3) the Licensee uses or permits any use of the WorkHab FCE System or the online FCEase Application that is not compliant with this Agreement.

15.3 On termination:

- (1) the Licence is immediately revoked;
- (2) the Licensee must immediately stop using the System; and
- (3) the Licensee must pay Workhab all moneys owing to WorkHab.

15.4 Mutual consent

The parties may terminate this Agreement by mutual consent in writing.

16. GENERAL PROVISIONS

16.1 Assignment

The Licensee must not assign this Agreement without the prior written consent of WorkHab.

16.2 Sub-contract

WorkHab may subcontract any or all of its rights and obligations under this Agreement.

16.3 Governing Law

This Agreement will be governed by the laws of Queensland.

16.4 Execution of counterparts

This Agreement may be executed in any number of counterparts. Each counterpart is an original but the counterparts together are 1 and the same agreement.

Schedule 1

Item 1 System

The WorkHab FCE System comprises:

1. WorkHab Functional Capacity Evaluation and protocols;
2. Online FCEase software application;
3. Official WorkHab Manual and related documentation;
4. the Trade Mark; and
5. all other systems, methods, procedures, policies, operations, standards and controls relating to the process developed and owned by WorkHab by which an evaluator can evaluate a person to objectively measure and determine their physical (functional) abilities in both the home and/or work environment.

Item 2 Initial Terms Licence – Services and products

1. Training to perform the System
2. Official WorkHab Manual
3. 1 year Licence to use the System on the terms of the Agreement
4. 1 year access to the online FCEase software application, including confidential login usernames and passwords (not to be distributed)
5. 1 year access to the online Evaluator Area, including confidential login usernames and passwords (not to be distributed)
6. Advertising on the 'Search for an Evaluator' search function (upgradable)
7. Unlimited clinical and technical support from the WorkHab panel of industry experts
8. One evaluation report per year reviewed by a WorkHab specialist
9. 10% off WorkHab Feature Courses throughout the year

Item 3 Renewal Term Licence – Services and products

1. 1 year Licence to use the System on the terms of the Agreement
2. 1 year access to the online FCEase software application including confidential login usernames and passwords (not to be distributed)
3. 1 year access to the online Evaluator Area including confidential login usernames and passwords (not to be distributed)
4. Advertising on the 'Search for an Evaluator' search function (upgradable)
5. Unlimited clinical and technical support from the WorkHab panel of industry experts
6. One evaluation report per year reviewed by a WorkHab Specialist
7. 10% off WorkHab Feature Courses throughout the year

Item 4 Licence renewal process

1. Visit the Website
2. Login to the evaluator page
3. Select "Licence Renewal"
4. Confirm personal details
5. Select relevant undertakings to accumulate 100 points
6. Pay annual Renewal Cost

Description	Point Value	Units Measure By
WorkHab Master Trainer	100	Active Trainer
In House WorkHab Trainer	75	Active Trainer
WorkHab Registered Mentor	50	Registered Mentor
Online Exam Completion	20	Limit (1) Per Year
Functional Capacity Evaluation	10	Per Evaluation
SFT / Pre-Employment Evaluation	5	Per Evaluation
Panel Reviewed Report	10	Per Reviewed Report >75%
Panel Review Member	10	Per Report You Review
Buddy Reviewed Report	5	Per Reviewed Report >75%
Buddy Review Member	5	Per Report You Review
Clinical Experience	5	Per Year (capped @ 50 points)

Item 5 System User Fees

Bulk Buy Discounts	Cost Per Credit (inc GST)
1-9 Credits (1 credit per FCE)	\$38.50
10-39 Credits (1 credit per FCE)	\$27.50
40+ Credits (1 credit per FCE)	\$22

Item 6 Trade Mark

