

RECOGNISED ACTIVITY PROVIDER (RAP) LICENCE AGREEMENT

This licence is granted by The Duke of Edinburgh's International Award Aotearoa New Zealand | Hillary Award ("*the Award*") for the period of one-year 1 July – 30 June or any part of a year concluding on 30 June, and on the provision of signed RAP application form, payment of the RAP fee, and providing the consent for disclosure of information form (Police Vetting) and on completion of all training modules.

In inaugurating the licence, the RAP consents to renew the consent for disclosure of information forms every two years.

This Agreement is made on [Form.Confirmation.TodaysDate] between **The Duke of Edinburgh's International Award Aotearoa New Zealand | Hillary Award**, whose registered address is 93 Hutt Park Road, Seaview, Lower Hutt 5010, Wellington (Registered Charity Number: CC26585) and the Recognised Activity Provider **Form.BusinessOrganisationInformation.BusinessOrganisationName** upon and subject to the terms and conditions RAP appended hereto ("*the Terms and Conditions of this Agreement*").

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TERMS AND CONDITIONS

1. Definitions

The expressions set out on the first page of this Agreement shall have the meanings attributed to them there and the following expressions shall have the following meanings unless the context indicates otherwise.

Recognised Activity Provider – Adventurous Journey and/or Gold Residential Project

Delivery of the Award's Adventurous Journey and/or Gold Residential Project Activities to all types of participants or Award Units. The licensee is **not** an Award Unit in its own right. Please contact us if you wish to become an Award Unit.

Recognised Activity Provider

A person or company that has been approved by the Award to train and assess the competence of the participants in an activity as part of their Award programme and issue sign off sheets demonstrating that the activity has been successfully completed. The licensee is **not** an Award Unit in its own right. Please contact us if you wish to become an Award Unit.

Award Handbook

The International Award Handbook for Award Leaders, which outlines the requirements and criteria of the Award.

Award Level

Award level is defined as; Bronze, Silver or Gold

Award Unit

An agency or organisation that has been issued a license and responsibility for operating the Award programme within their organisation, company, school, college, club or youth group and registering Participants on the Online Record Book (ORB).

Commencement Date

The date of this Agreement.

Contract Year

The period of 1 July – 30 June annually, or any part of the year up to 30 June.

Licence

This licence including the front page, these terms and conditions and any schedules and documents referred to in it.

Participant

An individual who participates in the Award in Aotearoa New Zealand

Resources

The International Award Handbook
Award Leader resources
The Award guidebooks for bespoke groups as necessary
Award Brand Guidelines
Brochures
Posters

Staff

Employees or other workers of the RAP as defined in section 19 of the Health and Safety at Work Act 2015 including the trainers and (without limitation) any Assessor, Supervisor, or Volunteer appointed by the RAP to assist in the delivery of the services.

The Award

The abbreviation used for The Duke of Edinburgh's International Award Aotearoa New Zealand | Hillary Award

Third Party Outdoor Audit

A safety audit undertaken by a third-party health and safety auditor including OutdoorsMark, Adventuremark, Telarc or a safety auditor recognised by WorkSafe New Zealand in accordance with regulation 9 of the Health and Safety at Work Act (Adventure Activity) Regulations 2016 or, in the case of a maritime transport operator and in

relation to maritime transport activities, a valid Maritime Transport Operator Certificate issued by the Director of Maritime New Zealand in accordance with s 41 of the Maritime Transport Act 1994 and Maritime Rule 19.22(1).

The Regulations

The Health and Safety at Work (Adventure Activities) Regulations 2016.

Branding

Refers to the use of the Award registered and unregistered trademarks. The Award Branding Style Guide outlines these restrictions.

Website

www.dofehillary.org.nz

2. Licence

The Award may restrict applications for certain types of licences either nationally or on a local/regional basis.

The Licensee may not deliver work that exceeds the approved scope as defined in this Licence application and the Licence may be revoked should the licensee exceed this scope.

Application for a RAP's Licence is not in itself an authority to deliver any Award activities for financial reward; if the application is successful the RAP will receive notification and evidence of approval.

This licence is only valid in New Zealand.

3. Conditions under which the licence is granted

The RAP adheres to the following terms and conditions:

- 3.1 The Award is responsible for the provision of Award framework training and ensures the RAP is kept up to date with any changes to the Award and its delivery. This is through updated advice, newsletters, on the Award website and through other means as it deems fit. It is the responsibility of the RAP to keep abreast of advised updates or changes.
- 3.2 The Award reserves the right to assess the RAP application on lodgement and ongoing for the suitability of the RAP to deliver the recognised service/s
- 3.3 To maintain and comply with the terms and conditions in this contract, and that failure to do so may result in suspension or termination of the RAP Licence.
- 3.4 The Award will provide RAPs with the appropriate resources and information.
- 3.5 All Recognised Activity Providers delivering the Adventurous Journey or Gold Residential Project must ensure they are registered / approved under a third-party outdoor audit or review. **This applies even if the RAP is exempt from a Health and Safety compulsory audit.**
- 3.6 The RAP must not do anything in the name of the Award, the National Award Office (NAO) or The Duke of Edinburgh's International Award Foundation that could bring them into disrepute. Actions that compromise the Award may be grounds for termination for breach of this licence following reasonable consultation between licensor and licensee.
- 3.7 The RAP will check, on accepting the registration from an overseas Award group, that they have advised the New Zealand National Award Office of their visit.
- 3.8 The RAP must notify, when travelling overseas with an Award participant/s, the local National Award Office (where relevant) of your visit to the country.
- 3.9 The RAP must undertake its work under this licence in accordance with the Ara Taiohi Code of Ethics (<http://www.arataiohi.org.nz>).

3.10 The RAP will maintain and comply with a Child Protection Policy that complies with the standards set out in the Children’s Act 2014.

4. Health and Safety

4.1 The RAP will comply, at all times, with the requirements of the Health and Safety at Work Act 2015 and Regulations made under the Act including any amendments to that Act and Regulations. The RAP will also comply with any other delegated legislation made under the Act, health and safety practice guidelines, and Approved Codes of Practice relevant to the RAP’s activities.

4.2 All RAPs delivering the Adventurous Journey or Gold Residential Project will provide the Award a Third Party Outdoor Audit or Review as defined in this Licence that is satisfactory to the Award, whether or not the activity is an “adventure activity” under the Regulations, and including for hiking activities if applicable.

4.3 The RAP may not provide activity services to any participant in relation to an activity that does not fall within the scope of the activities to which a valid and current Third Party Outdoor Audit or Review relates.

4.4 If the RAP provides services to candidates that are “adventure activities” under the Regulations, the RAP will ensure that the RAP and the activities comply with the Regulations and that the RAP has been registered to provide those activities under the Regulations.

4.5 The RAP acknowledges that it is responsible for the health and safety matters arising during the course of its own activities with participants, and that it will provide and maintain a healthy and safe work environment, safe equipment and safe systems for work.

4.6 The RAP must provide this Licence to an Award Unit that is an overlapping duty holder with the RAP if the Award Units requests it from the RAP.

4.7 The RAP will ensure that it, its workers, Adventurous Journey Supervisors and Assessors:

- are (at the RAP’s cost) appropriately trained at all times in health and safety matters, including risk assessment and hazard identification;
- are suitably skilled, trained and qualified, and experienced to undertake work safely and responsibly; and
- in respect of the candidates undertaking activities with the RAP, that the candidates are provided with all necessary induction and have, or are appropriately supervised by someone who has, the appropriate knowledge, training, and experience to undertake all aspects of the activity or activities.

4.8 The RAP will ensure that all staff and contractors to the RAP, with participant contact, must be police vetted.

4.9 The Award may revoke this licence if it considers that the RAP is not meeting its health and safety obligations under this Licence.

5. Staff Training

5.1 Staff who deliver the Award content or activities, or who provide information on behalf of the Award, are required to complete the Award Leaders Online Training modules. Online Training will be set up by the National Award Office for all staff free of charge but must be completed within 30 days of receiving set up details.

5.2 One RAP staff member is to be nominated as the main contact for the Award.

6. Assessment

6.1 Details regarding assessment for Award activities can be found in the Award Handbook

7. Adventurous Journey Section

6.1 The RAP will be responsible for assessing the Adventurous Journey Group in line with the standard outlined in the Award Handbook and outlined on the website.

8. Communication and Quality Assurance

8.1 The Award must be notified of any complaint made against the RAP and any notifiable event or injury, as defined by WorkSafe, or any child protection issue, as outlined by the Children's Act 2014, that occurs in delivery of Award activity. The RAP must provide copies of both the internal investigation as well as the outcome of the WorkSafe investigation, where relevant.

8.2 The Award will be responsible for keeping Award information up to date and for notifying the RAP of any changes to the structure and content of the Award programme. The RAP is responsible to note these changes, ensuring their staff are kept updated.

8.3 The Award will have the right to audit the RAP and their participants to ensure quality and consistency of Award delivery.

9. Obligations and Rights

9.1 The Award will provide support and/or guidance to the RAP to deliver Award activities; this will be restricted to specific advice regarding the Award.

9.2 Safety Management is the sole responsibility of the licensee.

10. Use of the Award registered and unregistered Trademarks

10.1 The RAP may use any of the Award trademarks but only in the manner prescribed in the Award Brand Guidelines.

11. Fees and Charges

11.1 The RAP will be invoiced at 1 July each year for the annual fee - refer Condition 13.0.

11.2 The fees mentioned in 11.1 must be paid for in full before the Licence will be issued.

11.3 The Award requires all invoices to be paid within 30 days.

12. Termination

12.1 This RAP Licence applies only for the period specified and does not represent any commitment beyond its termination date. In particular there is no implication that future contracts will be entered into, or if they are that they will be on the same terms and conditions.

12.2 Upon termination, the RAP must discontinue delivering the Award activity using the Award licence, using the Award registered and unregistered trademarks. All references to the Award association shall be removed from all websites, marketing and/or advertising publications.

13. Appendix, Fees, References and Resources

13.1 As at 1 July 2025 the fees structure is an Annual Licence Fee of \$450 (excluding GST)

13.2 The Award reserves the right to review the fee structure at any time.