

Queensland Ballet Petit Pointers Program License

Part One – QB Petit Pointers Program

1. Scope of the Program

QB Petit Pointers is Queensland Ballet's early years dance program for children aged 1-5 years.

The program introduces movement through play, enabling young children to explore and interpret the world around them, and to physically make meaning of their everyday.

QB Petit Pointers is underpinned by the early years learning framework and evidence-based research, providing the parent/carer with confidence in a program created to complement and enhance their child's development.

QB Petit Pointers includes three levels.

Level 1 (1 – 2 years)

Level 2 (2 – 3 years)

Level 3 (3 – 4 years)

The courses are structured to enable class participants of similar stages in physical, emotional and cognitive development to achieve a range of objectives and core skills through real-world lesson themes, enhanced by the magic of ballet.

Set within a framework of storytelling, exploration and artistic play, QB Petit Pointers encourages personal expression and development of confidence. At the end of each unit, children will successfully develop some of the early foundational skills of ballet.

2. Teacher Training- QB Petit Pointers

Teacher Training- QB Petit Pointers is a skills development program for dance teachers, providing the training, knowledge-sharing and networking to enable them to deliver QB Petit Pointers in their local studio, education centres and/or communities.

The registration fee required for participation in this program grants the dance teacher a license fee for their first year of delivering QB Petit Pointers in addition to access to select supporting resources, marketing assets and on-going support from QB Teaching Artists.

3. Teacher Deliverables

The aim of the QB Petit Pointers syllabus is to provide teachers with a structured and practised teaching resource to engage early years dancers. The program promotes a love of dance and creative movement with a foundation in ballet. QB Petit Pointers is inclusive for all children, with the flexibility to easily adapt or adopt to any cohort.

4. Relationship between the parties

QB Petit Pointers has received extensive review and enhancements from industry experts in early childhood education and dance practice over several years. As a result of these expert reviews the workshop content in addition to supporting lesson plans offers a best practice and high industry standard in early years dance.

Whether teachers currently deliver early years dance in their studio/school or are new to the space, delivering this QB endorsed program will connect their studio/school with the strength of the QB brand and provide a network of regional dance teachers to support their teaching practice. Please refer to Clause 4 "Licensee Authority" of the License Agreement in Part 2 of this package.

Part 2 – License Agreement

LICENSE AGREEMENT

This License Agreement (the “License”), is entered into on Select Workshop Start Date
between:

Queensland Ballet Company, registered address 34 Beesley St West End, Queensland, 4011, ABN: 26009717079, (“QB” or “the Licensor”); and

Enter name or party, registered address and ABN , (“the Licensee” or “you”)

to enable the delivery of Queensland Ballet Petit Pointers program (“the Program”) by the Licensee in accordance with the terms of the License and for the avoidance of doubt, the Terms and Conditions set out in Schedule 1.

1. The License

By entering into this License, the Licensee confirms and acknowledges:

- 1.1 that you are in compliance with all applicable Health and Safety legislation, codes of practice and Child Safety policies;
- 1.2 That you will adopt safe working and dance practices at all times in accordance with [industry guidelines –; ([Safe Dance Practice](#))
- 1.3 that you will participate in all safety training as and when directed by Queensland Ballet.
- 1.4 that the License fee is payable via QB online booking system by no later than two weeks prior to the workshop, unless registrations reach capacity prior to this date.
- 1.5 that any use of QB Petit Pointers Intellectual Property as defined in Clause 5 below, after the expiry date of 12 months from workshop completion date (the “Expiry Date”) is subject to License renewal
- 1.6 License renewal will be offered by Queensland Ballet three months prior to license expiration.
- 1.7 Entry into this License is conditional upon the provision of the following documents to the contact person at Queensland Ballet identified to you by Queensland Ballet to Queensland Ballet on the date of this License;
 - First Aid training certification;
 - A valid Blue Card;
 - CPR training certification.
 - Certificate of currency confirming a minimum public liability insurance of \$10 million

2. Authority of Licensee

- 2.1 As a Licensee you do not have any authority to act as a Queensland Ballet agent or on our behalf, unless we expressly authorise you to do so in writing.
- 2.2 In particular you have no authority to enter contracts, make representations or incur liabilities on behalf of Queensland Ballet
- 2.3 This License does not create any relationship of employment, partnership or joint venture between the Licensor and Licensee.

3. Deliverables

Licensees of QB Petit Pointers are required to fulfill the below deliverables (the “**Deliverables**”):

- 3.1 Participate in a two- day QB Petit Pointers Teacher Training.
- 3.2 Promote via preferred social media channels 1 x pre-course promotional post, and 1 x post-course promotional post that includes #QBPetitPointers.
- 3.3 Utilise social media image assets available for download via the QB Petit Pointers portal to accompany promotional posts.
- 3.4 For promotional purposes option to include QB approved messages:
 - *QB Petit Pointers is Queensland Ballet's early years dance program for children aged 1-5 years*
 - *The 10-week courses are structured to enable children of similar stages in physical, emotional and cognitive development to develop a range of skills through real-world lesson themes, enhanced by the magic of ballet.*
 - *QB Petit Pointers lessons are set within a framework of storytelling, exploration and artistic play.*
 - *QB Petit Pointers encourages personal expression and development of confidence in each child.*
 - *QB Petit Pointers is underpinned by the early years learning framework and evidence-based research, providing you with confidence in a program created to complement and enhance your child's development*
- 3.5 Ensure best efforts are made to distribute the [QB Petit Pointers Course Completion Survey](#) to participants at the end of each 10-week course.
- 3.6 At the completion of each course, provide participation numbers to teachertraining@queenslandballet.com.au for Queensland Ballet reporting purposes.

4. Intellectual Property

- 4.1 All intellectual property and copyright of any material forming part of, over the whole of the Queensland Ballet Petit Pointers program, and all collateral material including, but not limited to, lesson plans, syllabus, teacher training workshop content, patents, copyright, registered designs, trademarks and the right to have Confidential Information kept confidential; and
- 4.2 any application or right to apply for registration of any of those rights.

("Intellectual Property") is owned solely by Queensland Ballet.
- 4.3 Any Intellectual Property rights arising in the Deliverables are reserved for the use of the Queensland Ballet only, and will not be shared for any purpose including for commercial gain with any third party

5. Confidentiality

During the term of this License and performance of the Deliverables, you may be provided with or receive information about Queensland Ballet which is not in the public domain ("**Confidential Information**"). You agree that you will:

- 5.1 use Confidential Information solely for the purpose of the Deliverables within the License;
- 5.2 disclose Confidential Information only to persons who:
 - (a) are aware and agree that the Confidential Information must be kept confidential; or
 - (b) have signed any confidential agreement required by Queensland Ballet from time to time;and either:
 - (i) have a need to know (and only to the extent that each has a need to know); or
 - (ii) have been approved by Queensland Ballet from time to time.

6. Marketing and Media

- 6.1 The Licensee acknowledges that publicity and media access concerning the activities of Queensland Ballet is controlled by Queensland Ballet.
- 6.2 The Licensee will not directly or indirectly give any statement or information or take part in any publicity or media activities concerning Queensland Ballet except with the prior permission of Queensland Ballet Head of Strategic Engagement. The grant or refusal of such permission shall be in the absolute discretion of Queensland Ballet Head of Strategic Engagement.
- 6.3 The Licensee is not permitted to use their License to utilise any Queensland Ballet logos or associated marketing collateral, unless express written consent is sought and approved by Queensland Ballet Head of Strategic Engagement.

- 6.4 For the purpose of marketing, Licensees can refer to themselves as a *licensed dance teacher of Queensland Ballet Petit Pointers*.
- 6.5 For the purpose of marketing, Licensees can use *(insert studio name) is a licensed provider of Queensland Ballet Petit Pointers*.

7. Termination and Expiry

- 7.1 This License may be terminated by Queensland Ballet at any time at our sole discretion, if you:
 - 7.2 engage in any act or omission constituting serious misconduct in respect of the Deliverables;
 - 7.3 wilfully fail or wilfully neglect to perform or carry out the Deliverables;
 - 7.4 perform the Deliverables in a manner that is not honest;
 - 7.5 commit a serious or persistent breach or non-observance of any of the provisions of this agreement or Queensland Ballet Petit Pointers Syllabus and Implementation Guide;
 - 7.6 engage in conduct that adversely affects, or could adversely affect, Queensland Ballet, either directly or indirectly;
 - 7.7 engage in any conduct which is likely to injure the reputation or standing of Queensland Ballet; or
 - 7.8 refuse or neglect to comply with any lawful and reasonable order given to you by Queensland Ballet or any other person duly authorised by the Queensland Ballet

The Licensee agrees that on and after the termination of this License or from the Expiry Date, whichever is first:

- 7.9 your obligations for Confidentiality (except in respect of information which is part of your general skill and knowledge but is neither a trade secret nor highly confidential information) Intellectual Property Rights and Moral Rights continue to apply;
- 7.10 you must not make any copies of, or record, any Confidential Information in any form;
- 7.11 as and when required by Queensland Ballet, you must disclose any password, security access codes or other information used by you in the course of your employment with Queensland Ballet;
- 7.12 you must not represent yourself as being associated with Queensland Ballet or the Petit Pointers Program;
- 7.13 you must not use or register any business Name, trademark (whether registered or not) or domain address associated with, used or registered by Queensland Ballet or the subject of any application for registration; or confusingly similar to a business Name, trademark or domain address referred to in this paragraph;
- 7.14 you must not make any adverse comment, publicly or otherwise, about Queensland Ballet; and

- 7.15 you must provide any assistance to Queensland Ballet reasonably required by Queensland Ballet in relation to any threatened or actual proceedings before a court or tribunal.

Governing law

This License is made under and governed by the laws of Queensland.

Schedule 1- TERMS AND CONDITIONS

1. Information on being a Licensee of Queensland Ballet Petit Pointers including all relevant program information, lesson plans, teacher training workshops and supporting resources distributed throughout the program form part of these Terms and Conditions of delivery.
2. Signing the Queensland Ballet License Agreement will be considered acceptance of these Terms and Conditions, and any ongoing updates to these Terms and Conditions.
3. QB Petit Pointers is registered with the Australian Government IP Australia including the QB Petit Pointers endorsement logo.
4. These Terms and Conditions may be altered, with the most current version available for download from the Queensland Ballet website.
5. In becoming a Licensee of Queensland Ballet, each individual agrees to provide their full name, phone number, email address and post code.
6. All information submitted must be true and correct at the time of registration and the Licensee warrants they either own the information or have acquired sufficient right to use the information for the purpose of the License and agree to indemnify Queensland Ballet against any loss or damages caused by breach of this warranty.
7. Queensland Ballet reserves the right, at any time, to verify the validity of a Licensee's information and to decline or cease the License if the relationship is seen to bring Queensland Ballet into disrepute.
8. All Licensees will be subject to a background criminal check.
9. The License is not transferable to any other person or organisation.
10. Payment of a fee to Queensland Ballet to own a Queensland Ballet Petit Pointers License forms part of this License. This payment is due prior to the commencement of any activities associated with the License and once paid, this fee is final, non-refundable, non-transferable and non-extendable. No refunds will be given at any time for any reason.
11. Although every effort will be made to ensure License materials including all information packs and marketing and communication collateral are sent to the address stated on the License agreement, Queensland Ballet takes no responsibility for lost or misdirected items not received by Licensees.
12. The Licensee agrees to indemnify Queensland Ballet against any injuries or damage to persons or loss or wrongful death or loss or theft of property, whether caused by negligence or otherwise while participating in any activities directly associated or related to the License and the Licensed activities.
13. If for any reason any of the agreement deliverables or associated Licensee activities are unable to run as planned including causes beyond the control of Queensland Ballet the program may be cancelled, suspended or modified.
14. The Licensee agrees to indemnify Queensland Ballet against any loss or damages caused by a cancellation, suspension, modification or withdrawal of the Queensland Ballet and its activities or where a sponsor, partner or supporting individual or organisation fails to fulfil their duties.
15. Late or partially completed License agreements may be deemed as ineligible for consideration for participation in the program.
16. Queensland Ballet accepts no responsibility for inability to complete and lodge a License agreement by the required date.
17. Licensees grant Queensland Ballet the right to use personal information and artistic material including still and video footage for promotion, education, research and other Company business operations deemed reasonable by Queensland Ballet for commercial and non-commercial purposes. Project Consent Forms may be issued to Licensees if Queensland Ballet wishes to expand the use of personal information and artistic material beyond reasonable Company business operations.