



USER LICENCE FOR THE PURPOSEFUL PEER SUPPORT AOTEAROA FRAMEWORK

1 PARTIES

An agreement between

The PURPOSEFUL PEER SUPPORT AOTEAROA TRUST ('PPSAT')

And

[Organisation Name] ('License Holder')

To enable the License Holder to access and apply the Purposeful Peer Support Aotearoa framework ('PPSA framework') to frame the provision of peer support services for the benefit of the client communities of the License Holder

2 CONTEXT

The Purposeful Peer Support Aotearoa (PPSA) framework was originally developed by the Tautoko Tāne Aotearoa Trust (TTAT - also known as Male Survivors Aotearoa) to enable and support their member organisations (TMO) to provide a high-quality peer support service for male survivors of sexual violence. The ownership of PPSA and the associated intellectual property has been vested in the Purposeful Peer Support Aotearoa Trust, a charitable trust controlled by the TTAT.

The PPSA Framework has been informed by Mātauranga Māori and has been developed for congruence and alignment with Māori knowledge, values, and attitudes. The the intention is that this framework alignment would deepen over time informed by consultation with relevant Māori and Pasifika organisations, framework users feedback and comparative analysis of other peer support and relevant support service frameworks.

TTAT has also developed PPSA education programs to enable and support the effective application of PPSA within a peer support service context. Education programs currently available include:

- PPSA Principles & Practice (5-day residential experiential learning course)
- PPSA GroupWork (4-day residential experiential learning course)
- PPSA Reflective Practice (3-day residential experiential learning course)

While PPSA was initially developed for TTAT and its TMOs, it was always intended that the framework would be available for use by other organisations and that an expanded user base would inform and therefore enhance the framework's viability as an effective peer support practice model and methodology.

However, TTAT also recognises the importance of protecting the integrity of the framework though monitoring its application and quality assuring any framework modifications.

The purpose of this Licensing Agreement (“Agreement”) is to assure that PPSA framework users are properly qualified to apply the framework, enabled to participate in and contribute to framework development and are committed to protect the integrity and proper use of the framework for the benefit of all users.

In qualifying organisations to become PPSA users (License Holders) consideration will be given to the communities they serve, the nature and scope of the services that they provide, and their capability and capacity to apply the PPSA framework in a manner consistent with the primary focus and intention of the framework, which is people “moving towards wellbeing”.

3 AGREEMENT

3.1 License Holder

- 3.1.1 This Agreement provides the License Holder with a non-exclusive and non-transferable license to use the PPSA framework within their organisation for the purpose of framing peer support services for the benefit of the client communities that they serve.
- 3.1.2 The rights and obligations of this agreement are personal rights granted to the License Holder only. The License Holder cannot transfer or assign this Agreement to any other party except with the express permission in writing of PPSAT.
- 3.1.3 This Agreement does not permit the License Holder to enable the use or application of the PPSA framework by any other organisation. Where this agreement is intended to include other organisations affiliated to the License Holder, these organisations must be listed in Schedule B to this Agreement.
- 3.1.4 The License Holder cannot promote, enable, or support the use of the PPSA framework by any other party without the express permission in writing of PPSAT.

3.2 PPSA Framework

- 3.2.1 This Agreement is not intended to transfer any ownership rights to the License Holder. The PPSA framework as defined in Schedule A to this agreement, and all new versions of the framework published by PPSAT remain the property of PPSAT. The title, copyright, intellectual property rights and distribution rights of the PPSA framework remain exclusively with PPSAT.
- 3.2.2 License Holders will be consulted about any modifications to the PPSA framework, which will be approved and integrated by PPSAT to form a new version of the framework. License Holders will be entitled to receive all PPSA framework version updates.
- 3.2.3 The PPSA framework cannot be modified by the License Holder without the express permission in writing of PPSAT and elements of the framework cannot be published by the License Holder or used in service definitions without the permission of PPSAT.

3.3 Education & Training

3.3.1 PPSAT develops and presents experiential education programs to train PPSA framework users in the application of the framework.

These programs, including all program documentation, except where source-referenced to other parties, are the property of PPSAT and cannot be replicated or used without the express permission in writing of PPSAT.

3.3.2 All License Holders are required to ensure that PPSA framework users within their organisations, and/or within approved affiliate organisations, have completed the relevant PPSA training programs before they are eligible to apply the framework:

3.3.2.1 PPSA Principles & Practice – all users providing peer support services;

3.3.2.2 PPSA GroupWorks – all users facilitating peer support groups;

3.3.2.3 PPSA Reflective Practice – all users providing peer support services;

3.3.3 PPSA education programs must be facilitated by PPSAT approved educators.

License Holders cannot provide PPSA framework training for any other persons or organisations without the express approval in writing of PPSAT.

3.3.4 It is the intention of PPSAT to provide training for, and to officially license, members of a PPSA licensed organisation as approved educators to provide within-organisation training in the application of PPSA.

3.3.5 License Holders require the approval of PPSAT to facilitate their own PPSA framework training provided that approval shall not be unreasonably withheld where the training is to be conducted by an approved PPSAT educator.

3.4 License Fees

3.4.1 The License Holder will pay an annual license fee for the use of the PPSA framework. These fees are detailed in Schedule C to this agreement and reflect the current costs incurred by PPSAT in developing, promoting, and supporting the PPSA framework.

3.4.2 This Agreement does not entitle the License Holder to any PPSA framework support or training. The agreement does enable the License Holder to access and procure PPSA framework support and training from PPSAT, or their approved providers subject to the fees payable for these services.

3.4.3 License fees may be reviewed periodically to reflect the current costs of sustaining and enhancing the framework to reflect a best practice peer support practice model.

3.5 Warranties & Representation

3.5.1 PPSAT warrants and represents that it is the owner of the PPSAT framework, and the education and training manuals provided to participants in the PPSAT training programmes.

3.5.2 Where the education and training manuals include frameworks belonging to any third parties, this ownership is appropriately identified and acknowledged in those manuals.

3.6 Term & Termination

- 3.6.1 The term of this Agreement begins on the date the License Holder signs this agreement and is perpetual subject to the payment of any applicable license fees.
- 3.6.2 This Agreement may be terminated, and the license forfeited by the License Holder giving three months' notice in writing of their intention to do so.
- 3.6.3 This Agreement may be terminated by PPSAT, and the license forfeited if the License Holder fails to comply with, or commits a material breach of, any of the terms and conditions of this agreement.
- 3.6.4 Upon termination of this agreement by either party:
 - 3.6.4.1 The License Holder will no longer be an authorised user of the PPSA framework and will refrain from referring to the PPSA framework as the basis of their peer support services.
 - 3.6.4.2 The License Holder will destroy or return to PPSAT any PPSA framework publications and/or training materials provided by PPSAT for the use of the License Holder.

3.7 Miscellaneous

- 3.7.1 This Agreement can only be modified in writing signed by both PPSAT and the License Holder.
- 3.7.2 This Agreement does not create or imply any relationship in agency or partnership between the PPSAT and the License Holder.
- 3.7.3 Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
- 3.7.4 If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
- 3.7.5 This Agreement contains the entire agreement between the parties. All understandings have been included in this Agreement. Representations which may have been made by any party to this Agreement may in some way be inconsistent with this final written Agreement. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
- 3.7.6 This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Vendor's successors and assigns.

3.8 Acceptance

- 3.8.1 All terms, conditions and obligations of this Agreement will be deemed to be accepted by the License Holder upon signing this Agreement.



3.9 Notices

3.9.1 All notices to the parties under this Agreement are to be provided to the following addresses or at such addresses that are provided later in writing

PPSAT Address

Purposeful Peer Support Aotearoa Trust
PO Box 66, Oneroa
Waiheke Island
Auckland 1081
Email: ppsat@tautokotane.nz

License Holder Address

3.10 Signatures

This Agreement has been confirmed by the following authorised signatories

Signed for an on behalf of:

The Purposeful Peer Support Aotearoa Trust

By:

Name:

Position:

Date:

Signed for an on behalf of:

[The License Holder Organisation]

By;

Name:

Position:

Date:



Schedule A: Purposeful Peer Support Framework

Reference: Purposeful Peer Support Aotearoa Framework:
<https://tautokotane.nz/peer-support/>

Schedule B: License Holder Affiliated Organisations

NIL

Schedule C: License Fees

Framework License Fee: \$900 per annum

Payable on signing this license agreement and thereafter annually (or monthly) in advance