



headspace®

National Youth Mental Health Foundation

Trade Mark Licence Deed (Lead Agency for headspace ##)

headspace National Youth Mental Health Foundation Ltd

ABN 26 137 533 843

and

(Lead Agency)

ABN ##

PERIOD: ## to ##

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Trade Mark Licence Deed

Dated / /

Parties

Name	headspace National Youth Mental Health Foundation Ltd ABN 26 137 533 843 a company limited by guarantee established under the <i>Corporations Act 2001</i> (Cth)
Short name	headspace or headspace National as applicable
Name	## ABN ##
Short name	Lead Agency

Background

- A. headspace is the owner of the Trade Marks.
- B. The Lead Agency wishes to deliver the headspace Services and any Additional headspace Services using the Trade Marks.
- C. headspace has agreed to grant to the Lead Agency a non-exclusive licence to use the Trade Marks on the terms and conditions of this Deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this Deed unless expressed or implied to the contrary:

Activities means the activities to be performed by headspace pursuant to funding agreements including:

- (a) supporting the Australian Government as funder of headspace Services and PHN Operators as commissioners of headspace Services;
- (b) increasing the skills and knowledge of the workforce within the headspace network;
- (c) translating research and evidence base into best practice;
- (d) supporting a national approach to youth mental health including by developing national community awareness, helping increase the community's mental health literacy, and stigma reduction campaigns and reach of service provision through engagement with headspace online and telephone services;

- (e) implementing the headspace Model Integrity Framework
- (f) providing coordination and engagement of designated stakeholders to inform regional and national approaches to youth mental health inclusive of headspace National online and telephone services; and
- (g) data collection, evaluation, monitoring, reporting and research.

Additional headspace Services means:

- (a) any digital offering (other than headspace Services) provided by the Lead Agency or any third party in connection with a headspace Location; and
- (b) any program, service or other activity (other than headspace Services) to be delivered from a headspace Location,

authorised in writing by headspace.

Annexure means an annexure of this Deed.

Business Day means, in relation to the doing of any action in a place, any day other than a Saturday, Sunday or public holiday in that place.

Certification Rules means the rules governing the use of any Certification Trade Marks (or proposed rules, in the case of any Certification Trade Mark that is not yet registered), a copy of which as at the date of this Deed is annexed to Schedule 3.

Certification Trade Marks means any of the trade marks owned by headspace:

- (a) that are 'certification trade marks' as defined in the Trade Marks Act; or
- (b) in respect of which an application for registration as a certification trade mark has been made under the Trade Marks Act but not yet granted,

as specified in Item 1 of Schedule 3.

Child means an individual under the age of 18 years and **Children** has a similar meaning.

Child-Related Personnel means officers, employees, contractors (including subcontractors), agents and volunteers of the Lead Agency involved with the headspace Services and Additional headspace Services who as part of that involvement may interact with Children.

Claim means any claim, cross-claim, assertion of rights, allegation, debt, action or cause of action, suit, liability, penalty, proceeding or demand of any nature however it arises and whether it is present or future, fixed or unascertained, actual or contingent (whether or not the facts, matters or circumstances giving rise to that claim are known to that person or to any other person at the date of this Deed) and whether at law, in equity, under statute or otherwise.

Commencement Date means the date specified at Item 2 of Schedule 1.

Commonwealth means the Commonwealth of Australia represented by and acting through the Department.

Deed means this deed and includes any Schedules and Annexures.

Department means the Commonwealth department responsible for health matters.

Expiry Date means the date specified at Item 3 of Schedule 1.

First Nations means Aboriginal and/or Torres Strait Islander peoples.

Grant Agreement means the agreement between the PHN Operator (set out in item 7 of Schedule 1) and the Lead Agency for funding to operate the headspace Services.

hAPI means the headspace Application Platform Interface, the headspace proprietary software application which facilitates the collection and reporting of headspace Services and Additional headspace Services data, or any other data capture platform as determined by headspace from time to time for such purposes.

headspace Branding Obligations has the meaning given to that term in clause 5.1.1(a).

headspace centre means:

- (a) the physical location from which the headspace Model is delivered under a licence from headspace to the applicable Lead Agency to use the Trade Marks; and
- (b) as regards the headspace centres relevant to this Deed, as detailed in Item 5 of Schedule 1; and
- (c) as set out in Schedule 4.

headspace Early Psychosis Program or **hEP** means the headspace Early Psychosis program delivered from headspace Services as set out in Schedule 10.

headspace First Nations Service means the service described in Schedule 8.

headspace Location means a location which headspace has authorised in writing for the delivery of headspace Services or Additional headspace Services.

headspace Material means any Material:

- (a) provided by headspace to the Lead Agency for the purposes of this Deed; or
- (b) copied or derived at any time from the Material referred to in paragraph (a) of this definition.

headspace Model is an enhanced primary mental healthcare model for young people (aged 12 – 25) who are at risk of, and/or experiencing, mental health symptoms and/or a disorder and/or co-occurring difficulties, and family. In acknowledgment of the interdependent nature of mental health; physical and sexual health; alcohol and other drug use; and the risk of vocational and educational disengagement in young peoples' lives, the headspace Model has four integrated streams for the assessment and treatment of: mental health; physical and sexual health; difficulties with alcohol and other drugs; and vocational and educational support needs. Youth participation is integral to the headspace Model and is the genuine ongoing involvement of young people in the governance, service planning, design, delivery and continuous improvement of headspace services.

headspace Model Integrity Framework or **hMIF** means the set of headspace requirements a Lead Agency must satisfy in order to operate headspace Services, developed by headspace and as amended from time to time.

headspace National Programs and Services means any programs, supports, and digital mental health services operated or provided by headspace National (for example: headspace schools and communities; headspace digital mental health programs; and headspace work and study online).

headspace Outpost means the components of the headspace Model as set out in Schedule 6 provided from a physical location set out in Schedule 1.

headspace Outreach means the components of the headspace Model as set out in Schedule 7, provided at a youth-friendly location other than a headspace Location.

headspace Satellite means the components of the headspace Model as set out in Schedule 5, provided from a physical location as set out in Schedule 1.

headspace Services means any one or more of a headspace centre, headspace Satellite, headspace Outpost, headspace Outreach, headspace First Nations Service, hEP or headspace Work and Study in Centres, delivered from a headspace Location (except in the case of headspace Outreach).

headspace Work and Study in Centres means the headspace Work and Study in Centres program funded by the Commonwealth Department of Social Services to assist young people to maintain or gain employment and/or education, which is based on the international Individual Placement and Support (IPS) model, and delivered from headspace Services as set out in Schedule 9.

Insolvency Event means, in relation to a person, any of the following:

- (a) the person becomes insolvent or is wound-up;
- (b) the person makes an assignment of its estate for the benefit of creditors or enters into any arrangement or composition with its creditors or has a receiver, manager or administrator appointed on behalf of debenture holders or creditors;
- (c) the person goes into liquidation or passes a resolution to go into liquidation or become subject to any petition or proceedings in a court for its compulsory winding-up or become subject to the supervision of a court either voluntarily or otherwise;
- (d) the person suffers any execution against its assets having adverse effect on its ability to perform its obligations under this Deed; or
- (e) the person suffers anything analogous to, or of similar effect to anything described above under the Law.

IPS means Individual Placement and Support (see also the headspace Work and Study in Centres definition).

Item means an item of a Schedule.

Law means any applicable statute, regulation, by-law, ordinance or subordinate legislation in force from time to time anywhere in Australia, whether made by a State, Territory, the Commonwealth or a local government and includes the common law as applicable from time to time.

Legislation means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

Licence means the licence granted to the Lead Agency under clause 3.

Material includes documents, software (including source code and object code), goods, information and data stored by any means including all copies and extracts of the same.

National Principles for Child Safe Organisations means the National Principles for Child Safe Organisations which have been endorsed in draft form by the Commonwealth Government (available at: <https://childsafe.humanrights.gov.au/national-principles/download-national-principles>) and subsequently, from the time of their endorsement by the Council of Australian Governments, the final National Principles for Child Safe Organisations as published by the Australian Government.

Parent headspace centre has the meaning given to that term in Schedule 4.

Permitted Purpose means the purpose for which the Lead Agency may use the Trade Marks, as set out in Item 4 of Schedule 1.

Personnel (for the purposes of the Child Safety provisions embodied in clause 5.19 of this Deed) means:

- (a) officers, employees, agents or contractors of the Lead Agency; and
- (b) officers, employers, agents or subcontractors of the Lead Agency's contractors engaged in the performance of the Lead Agency's obligations under this Deed and includes any individual engaged by the Lead Agency or its contractors to perform the headspace Services or Additional headspace Services on a voluntary basis.

PHN Operator means the operator of a PHN which funds the Lead Agency to operate one or more headspace Services and/or Additional headspace Services as set out in Item 7 of Schedule 1.

PHN or Primary Health Network means each area identified as a Primary Health Network as designated by the Department.

Registered Trade Marks means the registered trade marks owned by headspace specified in Schedule 2.

Relevant Legislation means Legislation in force in any jurisdiction where any part of the Activities may be carried out.

Schedule means a schedule of this Deed.

Term means the term of this Deed specified in clause 2.

Trade Marks means:

- (a) the Registered Trade Marks;
- (b) any other trade marks used by headspace that include the word 'headspace' or the headspace logo, whether registered or not; and
- (c) any new trade marks used by headspace in connection with its Activities (whether registered or not),

excluding the Certification Trade Marks.

Trade Marks Act means *Trade Marks Act 1995* (Cth).

Working With Children Check or WWCC means the process in place pursuant to Relevant Legislation to screen an individual for fitness to work with Children.

1.2 Interpretation

In the interpretation of this document, the following provisions apply unless the context otherwise requires:

- 1.2.1 Headings are inserted for convenience only and do not affect the interpretation of this document.
- 1.2.2 If the day on which any act, matter or thing is to be done under this document is not a Business Day, the act, matter or thing must be done on the next Business Day.
- 1.2.3 A reference in this document to dollars or \$ means dollars and all amounts payable under this document are payable in Australian dollars.
- 1.2.4 A reference in this document to any law, legislation or legislative provision includes any statutory modification, amendment or re-enactment, and any subordinate legislation or regulations issued under that legislation or legislative provision.
- 1.2.5 A reference in this document to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced.
- 1.2.6 A reference to a clause, part, schedule or attachment is a reference to a clause, part, schedule or attachment of or to this document, all of which are deemed part of this document.
- 1.2.7 A reference to:
 - (a) a person includes a firm, partnership, joint venture, association, corporation or other corporate body;
 - (b) a person includes the legal personal representatives, successors and permitted assigns of that person; and
 - (c) any body which no longer exists or has been reconstituted, renamed, replaced or whose powers or functions have been removed or transferred to another body or agency, is a reference to the body which most closely serves the purposes or objects of the first-mentioned body.
- 1.2.8 A reference to a natural person includes any company, trust, partnership, joint venture, association, body corporate or Government Agency.
- 1.2.9 Where a word or phrase is given a defined meaning, another part of speech or other grammatical form in respect of that word or phrase has a corresponding meaning.
- 1.2.10 A word which denotes the singular also denotes the plural, a word which denotes the plural also denotes the singular, and a reference to any gender also denotes the other genders.
- 1.2.11 A reference to the word 'include' or 'including' is to be construed without limitation.
- 1.2.12 A reference to this document or other document includes the document as varied or replaced regardless of any change in the identity of the parties.

1.3 Inconsistency

If there is any conflict or inconsistency between the terms and conditions of clauses of this Deed, any part of the Schedules and any part of any Annexure, then to the extent of the

conflict or inconsistency, the terms and conditions will prevail in the following order of precedence:

- 1.3.1 first, the clauses;
- 1.3.2 secondly, the Schedules; and
- 1.3.3 thirdly, the Annexures.

2. Term

This Deed commences on the Commencement Date and ends on the Expiry Date unless terminated earlier in accordance with this Deed.

3. Grant of Licence

3.1 Grant

headspace grants to the Lead Agency a royalty-free and fee-free, non-exclusive licence to use the Trade Marks (including the right to reproduce, communicate to the public and publish any copyright work subsisting in the Trade Marks) for the Term for the Permitted Purpose on the terms and conditions of this Deed.

3.2 Ancillary rights

headspace grants to the Lead Agency the right of access to and use of the headspace Material to deliver the headspace Model during the Term on the terms and conditions of this Deed.

3.3 Limitations

- 3.3.1 No proprietary right or other interest is assigned, granted or will accrue to the Lead Agency by the grant of the Licence or the grant of the right of access to and use of the headspace Material.
- 3.3.2 The Lead Agency acknowledges and agrees that:
 - (a) its rights under this Deed rest in contract only; and
 - (b) it is not an authorised user for the purposes of any rights conferred under section 26 of the Trade Marks Act and may not:
 - (i) bring an action for infringement of any of the Trade Marks;
 - (ii) sub-license the use of any of the Trade Marks;
 - (iii) give permission to any person to alter or deface, make any addition to or remove, erase, or obliterate whole or partly any of the Trade Marks.

3.4 Warranty

headspace represents and warrants to the Lead Agency that headspace is the owner of all the right, title, and interest in the Trade Marks.

4. General obligations

4.1 Conditions of use of Licence

The Lead Agency must:

- 4.1.1 use the Trade Marks in good faith and in accordance with the applicable Laws;
- 4.1.2 use its best endeavours to preserve the goodwill that subsists in the intellectual property rights of the Trade Marks;
- 4.1.3 not commit or be engaged in any act which may threaten the registration of the Trade Marks or the rights of headspace as the owner of the Trade Marks; and
- 4.1.4 not authorise the use of the Trade Marks by any third parties.

4.2 Compliance with Directions

The Lead Agency must comply with any reasonable directions of headspace relating to this Deed where this is reasonably necessary to protect headspace's legitimate interests, such as the protection of headspace's interests in the Trade Marks.

4.3 Collaboration

The Lead Agency agrees that it will:

- 4.3.1 work collaboratively with headspace:
 - (a) to ensure the ongoing safe and effective operation of the headspace Services and Additional headspace Services; and
 - (b) in relation to any other headspace programs which support the work of the headspace Services and Additional headspace Services, including headspace National Programs and Services; and
- 4.3.2 use its reasonable endeavours to contribute to the successful operation of the headspace Model as a whole.

5. Specific obligations

5.1 Branding, communications, media and use of the headspace name

5.1.1 The Lead Agency must:

- (a) comply with all headspace guidelines, policies, naming conventions and reasonable directions in relation to the use of branding (including use of name), communications, or media relating to headspace, and headspace approved sub-brands, including in respect of all external and consumer facing representation of such branding (collectively, the **headspace Branding Obligations**), as notified by headspace from time to time;
- (b) not create their own sub-brands or identifiers when delivering or in connection with the headspace Services and Additional headspace Services; and

- (c) not include their own branding in conjunction with headspace branding or headspace approved sub-brands when delivering or in connection with the headspace Model.

5.1.2 The Lead Agency must ensure that any use of headspace branding or headspace approved sub-brands other than by Lead Agency has been authorised in writing by headspace and is discontinued on termination of the arrangements with those third parties.

5.2 Community awareness and national campaigns

The Lead Agency must:

- 5.2.1 use evidence based community awareness messages and materials, including those developed by headspace, to increase mental health literacy, encourage early help seeking and promote local awareness of headspace to young people, their family and any referring agencies;
- 5.2.2 assist with local area marketing campaigns and localised national campaigns, in line with the hMIF; and
- 5.2.3 comply with all headspace guidelines, policies, and reasonable directions in relation to community awareness events and activities, as notified by headspace from time to time.

5.3 Website and social media

The Lead Agency must:

- 5.3.1 comply with the headspace website and social media policies as notified by headspace from time to time;
- 5.3.2 not create a headspace service-specific website but instead, must use the headspace website hosted by headspace and must ensure that the material contained within it is accurate; and
- 5.3.3 not create accounts on social media channels which are not consistent with the headspace social media policy, as notified by headspace from time to time.

5.4 Corporate partnerships and fundraising

The Lead Agency acknowledges and agrees that it will comply with headspace policies on partnerships and fundraising, as notified by headspace from time to time.

5.5 Youth participation

- 5.5.1 The Lead Agency must ensure the participation of young people:
 - (a) in the choice of the site of the headspace Services and fit-out if applicable;
 - (b) by establishing a headspace youth reference group supported by guidance and resources developed by headspace prior to and continuing once the headspace Services are operational; and
 - (c) by enabling ongoing active, continuous, and prioritised participation in service governance, design, development and evaluation, as well as in their own care.

5.6 Family participation

- 5.6.1 The Lead Agency must have mechanisms for involving family in all aspects of headspace service design, service delivery and evaluation, and in the care of their young person unless inappropriate.

5.7 Clinical governance

- 5.7.1 The Lead Agency acknowledges and agrees it has the primary duty of care to each young person and family to whom it provides the headspace Services and Additional headspace Services.
- 5.7.2 The Lead Agency must have clinical governance arrangements for the headspace Services and Additional headspace Services which:
- (a) incorporate systems and processes to support sound clinical decision making and evidence-based practice in accordance with both the Lead Agency's own clinical governance arrangements and those of the PHN Operator;
 - (b) are in accordance with headspace policies and guidelines as notified by headspace from time to time, deliver evidence-based care and use validated evidence based tools where appropriate;
 - (c) include appropriate management systems and processes to enable the secure sharing of clinical information, using a secure messaging agent;
 - (d) include a robust and culturally appropriate complaints and incidents management system which facilitates reporting of serious incidents and complaints and under which the outcomes of complaints and incidents are regularly reviewed at a senior clinical level; and
 - (e) clearly sets out the expected service provision, credentialling and scope of practice of staff consistent with the headspace Model Integrity Framework.

5.8 Cultural governance

- 5.8.1 The Lead Agency must have First Nations cultural governance arrangements for headspace Services and any Additional headspace Services which:
- (a) incorporate systems and processes to support self-determination and culturally informed decision making relating to the delivery of headspace Services and Additional headspace Services, in accordance with the Lead Agency's own cultural governance arrangements;
 - (b) include appropriate management systems and processes to measure, improve and monitor the cultural capability of the workforce delivering headspace Services and Additional headspace Services; and
 - (c) clearly set expectations for culturally safe and responsive service provision, consistent with the headspace Model Integrity Framework and relevant associated documents.

5.9 Integration with headspace National Programs and Services

- 5.9.1 The Lead Agency must:

- (a) comply and maintain alignment with specific hMIF requirements relating to integration with headspace National Programs and Services;
- (b) include headspace National Programs and Services offerings in any service integration planning processes; and
- (c) ensure it has technical capability to securely integrate with headspace National Programs and Services including by using a secure messaging agent.

5.10 Data

- 5.10.1 The Lead Agency must comply with headspace data collection and reporting requirements (being the services component of hAPI) as outlined in the headspace data policy, as notified by headspace from time to time.
- 5.10.2 The Lead Agency must submit that data for all services provided within headspace Services and Additional headspace Services (including data for hEP) to headspace via hAPI.
- 5.10.3 The Lead Agency must ensure the comprehensiveness and quality of data, from both service providers and service users (including young people and family), to comply with the hMIF.

5.11 Complaints and incident reporting

- 5.11.1 The Lead Agency must ensure that
 - (a) serious complaints and incidents; and
 - (b) associated learnings and follow up actions,
 are notified to headspace in accordance with the timing and other requirements of the headspace policy for headspace Services and Additional headspace Services on the reporting of complaints and incidents, as notified by headspace from time to time.

5.12 Industry standards and legislation

The Lead Agency must comply with all applicable industry standards, including:

- 5.12.1 any applicable standards governing how reports and publications are to be published (such as the Commonwealth Digital Service Standards);
- 5.12.2 other applicable industry standards; and
- 5.12.3 any applicable Laws.

5.13 headspace education and training

- 5.13.1 The Lead Agency must ensure that all members of the workforce at the headspace Services and Additional headspace Services participate in the mandatory headspace orientation program, provided via headspace Learning.
- 5.13.2 The mandatory headspace orientation program referred to in clause 5.13.1 is in addition to any specific and/or individual education and training needs which the Lead Agency considers appropriate to enable its staff to provide headspace Services and Additional headspace Services.

- 5.13.3 If headspace holds a national forum, the Lead Agency must ensure that relevant members of the workforce from the headspace Services and Additional headspace Services participate, either in person or via video conference in line with headspace's requirements.
- 5.13.4 Attendance at all programs referred to in this clause 5.13 is at the cost of the Lead Agency, unless otherwise specified by headspace.

5.14 Services, location and premises

- 5.14.1 The headspace Services and Additional headspace Services must be operated from the headspace Location.
- 5.14.2 The Lead Agency must not change the headspace Location unless prior written approval is given by headspace.
- 5.14.3 The Lead Agency must notify headspace in writing immediately if it intends to:
- (a) establish headspace Services;
 - (b) establish an additional location for the delivery of the headspace Model;
 - (c) deliver Additional headspace Services (including third party online services and support); or
 - (d) relocate the headspace Services, and/or Additional headspace Services,
- so that headspace can satisfy itself that this is appropriate, and if appropriate approve, before the commencement of those services.
- 5.14.4 headspace Services and Additional headspace Services must be easily accessible and located in an area which is congenial for local young people.
- 5.14.5 headspace Services and Additional headspace Services locations must balance community visibility and discreet access for young people.
- 5.14.6 The headspace Services and Additional headspace Services environment must be safe, youth-friendly and welcoming for young people.
- 5.14.7 Facilities and fit-out of the headspace Services and Additional headspace Services must comply with standards set by headspace, in the headspace facility guidelines as notified by headspace from time to time.

5.15 headspace Services key personnel

- 5.15.1 The Lead Agency must ensure that the headspace Services and Additional headspace Services have staff at all times (whether on a full-time, shared or other basis) to perform the following functions:
- (a) headspace centre management;
 - (b) clinical leadership (i.e., a position of clinical lead or equivalent with appropriate allied health registration, as defined in the Key headspace Definitions and Abbreviations document);
 - (c) community engagement; and

- (d) be available for emergency/out of hours phone contact by headspace, using the Lead Agency's emergency contact phone number specified in Item 1 of Schedule 1.
- 5.15.2 The Lead Agency must ensure that the headspace Services have staff in place consistent with the headspace Model Integrity Framework.
- 5.15.3 Where the headspace Services provide hEP services as approved by headspace, the position of clinical director with appropriate psychiatric qualifications, consistent with relevant clinical guidelines for early psychosis, must be occupied at all times.
- 5.15.4 The names and contact details of the persons performing the functions or holding the positions described in clauses 5.15.1 and 5.15.2 as at the date of this Deed are set out in Items 8 – 11 of Schedule 1.
- 5.15.5 the Lead Agency must notify headspace in writing within 5 Business Days of any change in the incumbent or contact details of the persons specified in Item 1 and Items 8 – 11 of Schedule 1.

5.16 General notification obligations including protection of reputation

- 5.16.1 The Lead Agency must notify headspace immediately if it becomes aware of circumstances which could reasonably be expected to affect adversely headspace, including the headspace brand, reputation or safety of headspace Services or Additional headspace Services.
- 5.16.2 headspace may at any time it reasonably considers necessary, require further information from the Lead Agency:
 - (a) to enable headspace to consider a specific complaint or incident; or
 - (b) for any other circumstance notified in writing by headspace to the Lead Agency.
- 5.16.3 The Lead Agency must provide all reasonable assistance to headspace in respect of any complaint, incident or other circumstances described in clauses 5.16.1 and 5.16.2.
- 5.16.4 In respect of any complaint, incident or other circumstances described in clauses 5.16.1 and 5.16.2, headspace may take any steps it considers appropriate including:
 - (a) requiring the Lead Agency to take appropriate remedial steps; and
 - (b) if the Lead Agency fails to take those appropriate steps, headspace may issue a default notice under clause 14.1.

5.17 Research

- 5.17.1 The Lead Agency must make reasonable endeavours to assist headspace in its research and evaluation (**research**) related to the headspace Model or involving the headspace Services or Additional headspace Services.
- 5.17.2 The Lead Agency must notify headspace of the initiation, progress and results of all research undertaken or participated in by the Lead Agency relating to the headspace Model or involving the headspace Services or Additional headspace Services through completion of the headspace Research Register.

- 5.17.3 All research undertaken or participated in by the Lead Agency relating to the headspace Model or involving the headspace Services or Additional headspace Services must comply with headspace requirements related to research as notified by headspace from time to time.

5.18 Release of research information

The Lead Agency must not release any information relating to any research and evaluation about the headspace Model or the operation of the headspace Services or Additional headspace Services unless it has the prior written approval of headspace.

5.19 Child Safety

5.19.1 The Lead Agency must:

- (a) comply with all Relevant Legislation relating to the employment or engagement of Child-Related Personnel in relation to headspace Services and Additional headspace Services, including all necessary Working With Children Checks however described;
- (b) ensure that Working With Children Checks obtained in accordance with this clause 5.19. remain current and that all Child-Related Personnel continue to comply with all Relevant Legislation for the duration of their involvement in the headspace Services and Additional headspace Services;
- (c) implement the National Principles for Child Safe Organisations;
- (d) complete and update, at least annually, a risk assessment to identify the level of responsibility for Children and the level of risk of harm or abuse to Children;
- (e) put into place and update, at least annually, an appropriate risk management strategy to manage risks identified through the risk assessment required by this clause 5.19;
- (f) provide training and establish a compliance regime to ensure that all Child-Related Personnel are aware of, and comply with:
 - (i) the National Principles for Child Safe Organisations;
 - (ii) the Lead Agency's risk management strategy required by this clause 5.19;
 - (iii) Relevant Legislation relating to requirements for working with Children, including Working With Children Checks; and
 - (iv) Relevant Legislation relating to mandatory reporting of suspected child abuse or neglect, however described;
- (g) ensure that Personnel are not otherwise prohibited or disqualified under any Law from being employed or engaged for the purposes of this Deed;
- (h) provide headspace with an annual statement of compliance with this clause 5.19 in such form as may be specified by headspace;
- (i) on reasonable notice from headspace, enable headspace to conduct a review of the Lead Agency's compliance with this clause 5.19;

- (j) notify headspace of any failure to comply with this clause 5.19;
- (k) co-operate with headspace in any review conducted by headspace of the Lead Agency's implementation of the National Principles for Child Safe Organisations or compliance with this clause 5.19; and
- (l) promptly, and at the Lead Agency's cost, take such action as is necessary to rectify, to headspace's satisfaction, any failure to implement the National Principles for Child Safe Organisations or any other failure to comply with this clause 5.19.

5.19.2 Without limiting the remainder of this clause 5.19, the Lead Agency acknowledges and agrees that headspace may require the immediate removal of Personnel from undertaking any function or role in relation to the headspace Services and Additional headspace Services where, in the reasonable opinion of headspace, the Personnel are considered to represent an unacceptable risk to an individual or individuals accessing the headspace Services and Additional headspace Services.

5.20 Change to or discontinuation of headspace Services and Additional headspace Services

5.20.1 Any change to or discontinuation of headspace Services and Additional headspace Services must have prior written approval from headspace. The Lead Agency must follow all reasonable instructions from headspace in such circumstances.

6. headspace Model Integrity Framework

6.1 Assessment

6.1.1 headspace will:

- (a) assess the headspace Services against the headspace Model Integrity Framework at dates to be agreed by the parties; and
- (b) deliver an assessment report to the Lead Agency.

6.1.2 If the assessment report finds that the headspace Services comply with the headspace Model Integrity Framework, then the Lead Agency must ensure that the headspace Services continue to comply with the headspace Model Integrity Framework during the Term.

6.2 Improvement plan

6.2.1 If the assessment report finds that the headspace Services fail to comply with the headspace Model Integrity Framework, then headspace will use its reasonable endeavours to work with the Lead Agency and the PHN Operator to develop a plan to guide and assist the headspace Services to achieve compliance (**Improvement Plan**).

6.2.2 No later than 6 months after delivery of the Improvement Plan to the Lead Agency and thereafter during the Term, the Lead Agency must ensure that the headspace Services comply with the headspace Model Integrity Framework.

6.2.3 If despite the action taken under clauses 6.2.1 or 6.2.2 the Lead Agency fails to ensure compliance with the headspace Model Integrity Framework, then headspace may issue a default notice under clause 14.1; or take such other immediate steps as it considers appropriate.

6.3 Review

- 6.3.1 headspace may at any time conduct a review of the Lead Agency's compliance with this Deed and the headspace Model Integrity Framework.

7. Defend proceedings

7.1 Notify

The Lead Agency must notify headspace immediately if it becomes aware of any potential or actual infringement of any intellectual property rights in the Trade Marks.

7.2 Defend proceedings

headspace has the right to handle all aspects of the defence of its rights in the Trade Marks.

7.3 Damages

headspace will be entitled to the total benefit of any damages or other settlements required to be paid by infringers or any other person of the intellectual property rights in the Trade Marks.

8. Privacy

8.1 Privacy generally

Nothing in this Deed detracts from any obligation any party may have under the *Privacy Act 1988* (Cth) in relation to the protection of personal information as defined in that Act or any other Act or other legislative instrument requiring privacy, secrecy or confidentiality in dealing with information.

8.2 Privacy Act

In clause 8.3, the terms "APP entity"; "Australian Privacy Principle (APP)"; "Commissioner"; "eligible data breach"; and "personal information", have the same meaning as they have in the *Privacy Act 1988* (Cth) as amended from time to time.

8.3 APPs, eligible data breaches

In addition to its obligations under clause 8.1, the Lead Agency agrees in respect of performing this Deed:

- 8.3.1 not to do any act or engage in any practice which if done or engaged in by an APP entity would be a breach of an APP;
- 8.3.2 to immediately notify headspace if the Lead Agency has reasonable grounds to believe or suspect that there has been, or may have been, an eligible data breach in relation to the personal information it holds for the purposes of this Deed, as if it were an APP entity that holds such information;
- 8.3.3 if the Lead Agency is an APP entity and an actual or suspected eligible data breach of the Lead Agency arises as described under clause 8.3.2, and this breach does not also constitute an eligible data breach of headspace, then to the extent permitted under law, the Lead Agency must notify headspace under clause 8.3.2

prior to notifying the Commissioner or any affected individuals in respect of the eligible data breach;

- 8.3.4 if an actual or suspected eligible data breach of the Lead Agency arises as described under clause 8.3.2, whether or not the Lead Agency is an APP entity, and this breach also constitutes an eligible data breach of headspace, then, to the extent permitted by law and prior to making any notification in respect of the eligible data breach the Lead Agency must:
- (a) promptly consult with headspace to determine which organisation is the most appropriate entity to notify the Commissioner and any affected individuals; and
 - (b) comply with the directions of headspace (acting reasonably) as to how the Commissioner and affected individuals will be notified in respect of the eligible data breach in accordance with the *Privacy Act 1988* (Cth).

9. Data security

9.1 Definitions

In this clause 9:

- 9.1.1 “**confidential information**” means information (whenever it was obtained) in relation to the business, operations, strategies or property of headspace that is confidential in fact or specified as being confidential by headspace, but does not include information which is already in the public domain (unless it came into the public domain by a breach of law) or already known by the Lead Agency at the Commencement Date or obtained lawfully from a third party;
- 9.1.2 the terms “**personal information**” and “**Commissioner**” have the same meaning as they have in the *Privacy Act 1988* (Cth) as amended from time to time; and
- 9.1.3 “**headspace Data**” means any confidential information or personal information which the Lead Agency accesses, collects or holds under this Deed, including where accessed, transmitted or stored using or by the Lead Agency’s information technology systems or equipment under this Deed.

9.2 Lead Agency’s obligations

The Lead Agency must:

- 9.2.1 take all reasonable steps to ensure that headspace Data are protected from misuse, interference and loss, and from unauthorised access, modification and disclosure; and is secured in storage and in transit;
- 9.2.2 only use the headspace Data in connection with its delivery of the headspace Model through the headspace Services and Additional headspace Services;
- 9.2.3 except as otherwise required by law, take all reasonable steps to destroy or permanently de-identify headspace Data when such information is no longer needed for a purpose connected with this Deed;
- 9.2.4 co-operate with any reasonable request or direction of headspace which relates to the protection of headspace Data, including where this is to enable compliance with law or the applicable standards, guidelines or the exercise of the functions of the Commissioner;

- 9.2.5 ensure that all IT systems and infrastructure used by the Lead Agency adhere to applicable Australian Standards for cybersecurity (including any IT systems delivered by third party providers);
- 9.2.6 hold appropriate cybersecurity insurance;
- 9.2.7 undertake independent annual penetration tests of its IT systems, at a minimum encompassing network infrastructure and electronic medical record software, to identify potential security issues and rectify any issues within 3 months of identification;
- 9.2.8 where emerging technology is in use, such as artificial intelligence (**AI**), comply with all applicable legislation as well as any applicable policies or guidelines issued by headspace from time to time;
- 9.2.9 ensure all Lead Agency staff complete annual security and privacy awareness training;
- 9.2.10 notify headspace of any cybersecurity incident as soon as practicable and in any case within 2 days (if the incident has not already been notified under clause 8.3); and
- 9.2.11 where the Lead Agency is handling credit card/payment card holder data, comply with the Payment Card Industry Data Security Standards (**PCI DSS**), as issued and amended from time to time by the Payment Card Industry Security Standards Council.

10. Notifications

The Lead Agency must give written notice to headspace as follows:

- 10.1.1 within 2 Business Days of becoming aware that the operation of headspace Services and/or Additional headspace Services may or will cease;
- 10.1.2 within 2 Business Days of becoming aware that the headspace Services or Additional headspace Services may or will be transferred to another agency to operate;
- 10.1.3 immediately it receives notice that its Grant Agreement is or will be terminated; and
- 10.1.4 immediately on becoming aware that its Grant Agreement will expire and no other agreement or arrangement is contemplated whereby the Lead Agency will receive funding to operate the headspace Services and Additional headspace Services.

11. Liaison

To facilitate the implementation of this Deed:

- 11.1.1 headspace will appoint a liaison officer as specified in Item 12 of Schedule 1 as a principal point of contact for the Lead Agency and will promptly notify the Lead Agency of any change in the incumbent or contact details.

12. Warranties

Each party represents, warrants and undertakes to the other party that:

- 12.1.1 it is validly existing under the Laws of the place of its incorporation and has the power and authority to carry on its business as that business is now being conducted;
- 12.1.2 it has the power, capacity and authority to enter into and observe its obligations under this Deed;
- 12.1.3 the execution, delivery and performance of this Deed has been duly and validly authorised;
- 12.1.4 this Deed and the obligations created hereunder are binding upon it and enforceable against it in accordance with their terms;
- 12.1.5 it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this Deed; and
- 12.1.6 it will promptly notify and fully disclose to the other party in writing if it suffers an Insolvency Event.

Each representation and warranty survives the execution of this Deed.

13. Indemnity

The Lead Agency must indemnify headspace on demand against all actions, Claims, costs (including legal costs on a full indemnity basis), expenses, damages and losses (**Loss**) suffered or incurred by headspace in respect of or arising in connection with:

- 13.1.1 any infringement by the Lead Agency of any intellectual property right in the Trade Marks;
- 13.1.2 the granting of this Licence;
- 13.1.3 any breach of this Deed, negligence or wilful misconduct of the Lead Agency arising out of or in connection with this Deed; or
- 13.1.4 any Claim by any third party, including a patient or customer of the Lead Agency, to the extent the Claim relates to the act or omission of the Lead Agency (including any Claim arising in connection with services provided by that Lead Agency),

except to the extent that headspace contributed to the Loss.

This clause 13 survives the expiration or early termination of this Deed.

14. Default and termination

14.1 Default by Lead Agency

If the Lead Agency:

- 14.1.1 defaults in the performance or observance of any obligation it has under this Deed, including a breach of warranties or where clause 5.16.4(b) or 6.2.3 applies; or
- 14.1.2 refuses or neglects to carry out or give effect to any instruction or direction which headspace is empowered to give or make under this Deed and which is given or made in writing to the Lead Agency,

then headspace may, without limiting any other rights that it may have, give notice to the Lead Agency to show cause why the powers contained in clause 14.2 should not be exercised. Such notice must:

- 14.1.3 not be unreasonably given;
- 14.1.4 indicate that it is a notice under this clause; and
- 14.1.5 specify the default, refusal or neglect on the part of the Lead Agency upon which it is based.

14.2 Termination by headspace for default

If within 14 days after receipt of a notice issued under clause 14.1, the Lead Agency fails to show cause which in the opinion of headspace offers reasonable assurance that:

- 14.2.1 the default will be rectified; or
- 14.2.2 the instruction or direction will be carried out or given effect,

and this Deed will be satisfactorily performed in accordance with its terms, headspace, without prejudice to any other rights it may have under this Deed or in common law against the Lead Agency, may terminate this Deed by written notice to take effect on the later of:

- 14.2.3 service of the notice; and
- 14.2.4 any date specified in the notice from which the termination is to take effect.

14.3 Termination for insolvency or termination of Grant Agreement

If the Lead Agency:

- 14.3.1 suffers an Insolvency Event; or
- 14.3.2 its Grant Agreement is terminated or expires and no other agreement or arrangement is in place whereby the Lead Agency will receive funding to operate headspace Services and Additional headspace Services,

then headspace may terminate this Deed by notice in writing to take effect on the later of:

- 14.3.3 service of the notice; and
- 14.3.4 any date specified in the notice from which the termination is to take effect.

14.4 Termination by Lead Agency

If headspace:

- 14.4.1 suffers an Insolvency Event; or

- 14.4.2 commits any serious or persistent default in the performance or observance of any obligation it has under this Deed and does not rectify this default within 14 days of being so notified of the default by the Lead Agency,

then the Lead Agency may, without limiting any other rights that it may have, terminate this Deed by written notice to take effect on the later of:

- 14.4.3 service of the notice; and

- 14.4.4 any date specified in the notice from which the termination is to take effect.

14.5 Termination consequences

On termination of this Deed and without limiting any other rights of the parties:

- 14.5.1 the Licence will be terminated;

- 14.5.2 the right of access to and use of the headspace Material will be terminated;

- 14.5.3 the Lead Agency must immediately cease delivery of the headspace Services, any Additional headspace Services, and any other forms of delivery of the headspace Model; and

- 14.5.4 the Lead Agency must:

- (a) immediately cease to use any intellectual property rights in the Trade Marks in any form;
- (b) immediately remove and destroy or return to headspace any materials including goods and apparel, instructions, notes, fact sheets, marketing collateral, stationery and other items which incorporate any Trade Mark;
- (c) within 5 Business Days of termination, completely remove and destroy any signage bearing any Trade Mark; and
- (d) within 5 Business Days of termination, completely remove the Trade Marks from any website, social media pages and any other online platform owned, operated or controlled by the Lead Agency.

15. Notices

15.1 Delivery of notice

- 15.1.1 A notice or other communication required or permitted to be given to a party under this Deed must be in writing and may be served:

- 15.1.2 personally on the person;

- 15.1.3 by leaving it at the person's current address for service;

- 15.1.4 by posting it by prepaid post addressed to that person at the person's current address for service; or

- 15.1.5 by email to the person's current email address for service.

15.2 Particulars for service

- 15.2.1 The particulars for service of each party are set out in Item 1 of Schedule 1.
- 15.2.2 Any party may change the address or email address for service by giving notice to the other parties.
- 15.2.3 If the person to be served is a company, the notice or other communication may be served on it at the company's registered office.

15.3 Time of service

A notice or other communication is deemed served:

- 15.3.1 if served personally or left at the person's address, upon service;
- 15.3.2 if posted within Australia to an Australian address using priority prepaid post, 4 Business Days after posting and in any other case, 6 Business Days after posting;
- 15.3.3 if served by email, subject to clause 15.3.4, at the time the email containing the notice left the sender's email system, unless the sender receives notification that the email containing the notice was not received by the recipient; and
- 15.3.4 if received after 6.00pm in the place of receipt or on a day which is not a Business Day, at 9.00am on the next Business Day.

16. General

16.1 Governing law and jurisdiction

This Deed is governed by the law applying in the State of Victoria and the parties submit to the exclusive jurisdiction of the courts of the State of Victoria.

16.2 Variation

This Deed may only be varied by a document executed by the parties.

16.3 Counterparts

This Deed may be executed in counterparts, all of which taken together constitute one document.

16.4 Entire agreement and no reliance

- 16.4.1 This Deed:
 - (a) constitutes the entire agreement between the parties; and
 - (b) supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation imposed, given or made by a party (or an agent of a party) prior to entering into this Deed.
- 16.4.2 The parties acknowledge that in entering into this Deed neither party has relied on any representations made by the other party (or its agents or employees) other than matters expressly set out in this Deed.

16.5 Assignments and transfers

The Lead Agency must not assign or transfer any of its rights or obligations under this Deed without the prior written consent of headspace.

16.6 Costs

Except as otherwise set out in this Deed, each party must pay its own costs and expenses in relation to preparing, negotiating, executing and completing this Deed and any document related to this Deed.

16.7 Liability

If a party consists of 2 or more people or entities, an obligation of that party binds each of them jointly and severally.

16.8 Severability

16.8.1 Any provision of this Deed that is held to be illegal, invalid, void, voidable or unenforceable must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable.

16.8.2 If it is not possible to read down a provision as required by this clause, part or all of the clause of this Deed that is unlawful or unenforceable will be severed from this Deed and the remaining provisions continue in force.

16.9 Waiver

The failure of a party at any time to insist on performance of any provision of this Deed is not a waiver of the party's right at any later time to insist on performance of that or any other provision of this Deed.

16.10 Further assurance

Each party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Deed.

16.11 Survival and enforcement of indemnities

16.11.1 Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the parties and survives termination of this Deed.

16.11.2 It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by this Deed.

16.12 No merger

The warranties, undertakings, agreements and continuing obligations in this Deed do not merge on completion of the transactions contemplated by this Deed.

Schedule 1 Details

Item 1:

Name	headspace National Youth Mental Health Foundation Ltd ABN 26 137 533 843
Address	Level 38, 360 Elizabeth Street Melbourne, Victoria 3000
Email	ceo@headspace.org.au
Contact	Jason Trethowan, Chief Executive Officer

Name	## ABN ##
Address	##
	##
Email	##
Contact	##
Emergency contact phone number	##

Item 2: Commencement Date ##

Item 3: Expiry Date ##

Item 4: Permitted Purpose

- (a) Except as provided in paragraphs (b) and (c) of this Item 4, the Lead Agency may use each of the Trade Marks as a trade mark in connection with its delivery of the headspace Model through the headspace Services and Additional headspace Services.
- (b) The Lead Agency may only use the 'ehespace' Trade Mark registration number 1439564 and the 'THE EHEADSPACE YOUTH FOUNDATION' Trade Mark registration number 1551603 for the purpose of referral to and promotion of the ehespace service.
- (c) The Lead Agency may only use the Certification Trade Marks as set out in Item 1 of Schedule 3.

Item 5 headspace Services

Insert details/addresses for the following as applicable:

headspace ## (ie the Parent headspace centre, if applicable) (governed by Schedule 4)

headspace ##, (Satellite governed by Schedule 5)

headspace ##, (Outpost governed by Schedule 6)

headspace ## Outreach Program; (governed by Schedule 7)

headspace ##, (First Nations Service governed by Schedule 8)

headspace ## Work and Study in Centres, (governed by Schedule 9)

headspace ## Early Psychosis Program, (governed by Schedule 10) *Tick one of the check boxes below*

- ☐ hub
- ☐ spoke
- ☐ not applicable

	Additional headspace Services	Insert details/addresses as applicable: [e.g., insert details for, Youth Enhanced Service (YES); psych interventions; suicide prevention activities etc]
Item 6	headspace centre type	<i>Tick one of the check boxes below</i> ☐ core funding ☐ enhanced funding ☐ headspace+ funding
Item 7	PHN Operator	PHN – Email
Item 8	headspace centre Management	name – Email
Item 9	Clinical leadership	name – Email
Item 10	Community engagement	name – Email
Item 11	Clinical director (hEP only)	name – Email
Item 12	headspace liaison officer	Name: Julia Smith, Chief Operating Officer Address: Level 38, 360 Elizabeth Street Melbourne, Victoria 3000 Email: jsmith@headspace.org.au Phone: 03 9027 0100

Schedule 2 Registered Trade Marks

Trade Mark	Registration Number	Class(es)	Type of Mark
headspace	1106840	35, 42, 44	Word
	1116218	41, 42, 44	Device
Eheadspace	1439564	44	Word
THE EHEADSPACE YOUTH FOUNDATION	1551603	35, 42, 44	Word
THE HEADSPACE YOUTH FOUNDATION	1551605	35, 42, 44	Word
	1565686	35, 36	Device

Schedule 3 Certification Trade Marks and Rules

Item 1: Certification Trade Marks

Trade Mark	Registration Number	Class(es)	Type of Mark
headspace	1320618	35, 42, 44	Certification
	1320620	35, 41, 42, 44	Certification

(Guidance note: The word (headspace) and the device (4 heads logo) of the Certification Trade Marks are the same as those of the Registered Trade Marks in Schedule 2 approved for use by the Lead Agency under this Deed. The rules governing the authorisation and use of the Certification Trade Marks are quite onerous (see annexed Certification Rules). They have been approved by the Australian Competition and Consumer Commission (ACCC) and cannot be changed without the approval of the ACCC. There is no practical benefit in being authorised to use the Certification Trade Marks as well as the Registered Trade Marks. However, the Lead Agency may apply to use the Certification Marks if it wishes.)

1. headspace may only grant a licence to use the Certification Trade Marks in accordance with the Certification Rules.
2. The Lead Agency may apply to headspace for a licence to use the Certification Trade Marks for the Permitted Purpose.
3. headspace warrants that:
 - 3.1 the word 'headspace' which is the subject of the Certification Trade Mark No 1320618 for services in classes 35, 42 and 44 is the same as the word for 'headspace' which is the subject of registered trade mark number 1106840 for services in classes 35, 42, 44;
 - 3.2 the device which is the subject of the Certification Trade Mark 1320620 for services in classes 35, 41, 42 and 44 is the same as the device which is the subject of registered trade mark 1116218 in classes 41, 42, 44;
 - 3.3 the rights in the Certification Marks are in addition to and do not detract from the rights of the Lead Agency to use the Trade Marks for the Permitted Purpose; and
 - 3.4 the rights granted under the Licence are sufficient to permit the Lead Agency to use the Trade Marks for the Permitted Purpose.

Item 2: Certification Rules

A copy of the Certification Rules is annexed.

Schedule 4 headspace Centre [- not used]

Expectations for the operation of a headspace centre to be read in conjunction with the specific obligations set out in Clause 5 and Clause 6

Where the Lead Agency operates headspace Services other than the headspace centre, the relevant headspace centre specified in Item 5 of Schedule 1 is the '**parent headspace centre**'.

1. The headspace centre:
 - a. will provide, at a minimum, the four core streams of the headspace centre services model;
 - b. will operate in accordance with the headspace Services guidelines notified by headspace from time to time;
 - c. must operate from a location approved in writing by headspace;
 - d. must be branded in accordance with the headspace Branding Obligations;
 - e. must satisfy the requirements for expected minimum staffing levels and credentialing requirements of the headspace centre set out in the headspace Model Integrity Framework and headspace Services guidelines, as notified by headspace from time to time;
 - f. will be governed by the Lead Agency which is responsible for the daily operations of the headspace centre.
2. The Centre Manager and Clinical Lead of the headspace centre will provide clinical oversight and supervision of the staff operating from the headspace centre.
3. The headspace centre's key personnel (as set out in Items 8 to 10 of Schedule 1) are responsible for community awareness activities in accordance with the headspace centre's community awareness plan.
4. The headspace centre key personnel (as set out in Items 8 to 10 of Schedule 1) are responsible for youth participation activities at the centre in accordance with the headspace centre's youth participation plan.
5. In accordance with clause 6.3, headspace may at any time conduct a review of the headspace centre and the headspace centre's compliance with the hMIF.
6. The Lead Agency must ensure that the headspace centre has staff deployed at all times of service operation (whether on a full-time, shared or other basis) to provide culturally appropriate and clinically safe care.
7. The Lead Agency is responsible for clinical and cultural governance of the headspace centre.
8. The Lead Agency must ensure that the headspace centre workforce works collaboratively with headspace to ensure consistent and quality delivery of the headspace centre.
9. The Lead Agency must ensure that it has appropriately qualified staff deployed at all times the headspace centre is operational, on a full-time, shared, or other basis consistent with the requirements of the hMIF, headspace Services guidelines as notified by headspace from time to time, and funding for the headspace centre.
10. The Lead Agency will ensure the headspace centre will collect hAPI data consistent with headspace collection, upload and reporting requirements for the headspace centre as set out in the headspace data policy, as notified by headspace from time to time.

11. The Lead Agency will support the headspace centre to participate in the hMIF certification process.

LA TRADE MARK LICENCE DEED JULY 2025 FOR INFORMATION ONLY

Schedule 5 headspace Satellite [- not used]

Expectations for the operation of a headspace Satellite to be read in conjunction with the specific obligations set out in Clause 5 and Clause 6

1. The Satellite:
 - a. will provide a minimum of three of the four core headspace streams one of which must be mental health services;
 - b. will operate in accordance with the headspace Services guidelines notified by headspace from time to time;
 - c. must satisfy the expected minimum staffing level of the Satellite and credentialing requirements of the headspace Satellite in the hMIF and the headspace Services guidelines, as notified by headspace from time to time;
 - d. will have dedicated reception staff and a reception facility which must operate at all times of Satellite operation;
 - e. must operate from a location approved in writing by headspace;
 - f. will be branded in accordance with the headspace Branding Obligations;
 - g. will be governed by the Lead Agency (through the parent headspace centre) which is responsible for the daily operations of the Satellite;
 - h. will participate in the hMIF process at the same time as its parent headspace centre and will complete a version of the hMIF specific to Satellites;
 - i. will collect hAPI data which will be captured under the Satellite name.
2. In accordance with clause 6.3, headspace may at any time conduct a review of the Satellite and the Satellite's compliance with the hMIF.
3. The parent headspace centre is responsible for community awareness activities for the Satellite in accordance with the parent headspace centre's community awareness plan.
4. The parent headspace centre is responsible for youth participation activities at the Satellite in accordance with the parent headspace centre's youth participation plan.
5. The Centre Manager and Clinical Lead of the parent headspace centre will provide clinical oversight and supervision of the staff operating from the Satellite.
6. The Lead Agency (through the parent headspace Centre Manager and Clinical Lead) is responsible for clinical and cultural governance of the Satellite.
7. The Lead Agency must ensure that it has appropriately qualified staff deployed at all times the headspace Satellite is operational, on a full-time, shared, or other basis consistent with the requirements of the hMIF and funding for the headspace Satellite.

Schedule 6 headspace Outpost [- not used]

Expectations for the operation of a headspace Outpost to be read in conjunction with the specific obligations set out in Clause 5 and Clause 6

1. The Outpost:
 - a. will provide, at a minimum, mental health services to an area of need surrounding a parent headspace centre;
 - b. will operate in accordance with the headspace Services guidelines notified by headspace from time to time;
 - c. must meet the expected minimum staffing level of 1 full time equivalent to deliver youth mental health services and must satisfy the requirements set out in hMIF and headspace Services guidelines;
 - d. must operate from a location approved in writing by headspace;
 - e. will be branded in accordance with the headspace Branding Obligations;
 - f. will be governed by the Lead Agency (through the parent headspace centre) which is responsible for the daily operations of the Outpost;
 - g. will collect hAPI data which will be captured under the parent headspace centre name;
 - h. will participate in the hMIF process at the same time as its parent headspace centre and will complete a version of the hMIF specific to Outposts.
2. In accordance with clause 6.3, headspace may at any time conduct a review of the Outpost and the Outpost's compliance with the hMIF.
3. The Centre Manager and Clinical Lead of the parent headspace centre will provide clinical oversight and supervision of the staff operating from the Outpost.
4. The parent headspace centre is responsible for community awareness activities for the Outpost in accordance with the parent headspace centre's community awareness plan.
5. The parent headspace centre is responsible for youth participation activities at the Outpost in accordance with the parent headspace centre's youth participation plan.
6. The Lead Agency (through the parent headspace Centre Manager and Clinical Lead) is responsible for clinical and cultural governance of the Outpost.
7. The Lead Agency must ensure that it has appropriately qualified staff deployed at all times the Outpost is operational, on a full-time, shared, or other basis consistent with the requirements of the hMIF and funding for the Outpost.

Schedule 7 headspace Outreach Program [- not used]

Expectations for the operation of a headspace Outreach Program to be read in conjunction with the specific obligations set out in Clause 5 and Clause 6

1. The headspace Outreach Program (the **Program**):
 - a. has specific funding in addition to core headspace funding;
 - b. may provide one or more of the headspace four core streams, but it must provide mental health services as a minimum;
 - c. must operate from a location approved in writing by headspace;
 - d. will be branded in accordance with the headspace Branding Obligations;
 - e. will operate in accordance with the headspace Services guidelines, as notified by headspace from time to time;
 - f. will participate in the hMIF process at the same time as its parent headspace centre and will complete a version of the hMIF specific to the Program;
 - g. will be governed by the Lead Agency through the parent headspace centre which is responsible for the daily operations of the Program.
2. In accordance with clause 6.3, headspace may at any time conduct a review of the Program and the Program's compliance with the hMIF.
3. The Centre Manager and Clinical Lead of the parent headspace centre will provide clinical oversight and supervision of the staff operating the Program.
4. The headspace parent headspace centre key personnel (as set out in Items 8 to 10 of Schedule 1) are responsible for community awareness and engagement activities for the Program.
5. The headspace parent headspace centre key personnel (as set out in Items 8 to 10 of Schedule 1) are responsible for ensuring the participation of young people in the Program.
6. The Lead Agency must ensure that it has appropriately qualified staff deployed at all times the Program is operational, on a full-time, shared, or other basis consistent with the requirements of the hMIF and funding for the Program.
7. The Lead Agency will ensure that Program data are collected in hAPI and are captured under the Program name, for example, "headspace Yulara Outreach".
8. The Lead Agency (through the parent headspace centre's Centre Manager and Clinical Lead) is responsible for clinical and cultural governance of the Program.

Schedule 8 headspace First Nations Service [- not used]

Expectations for the operation of a headspace First Nations Service to be read in conjunction with the specific obligations set out in Clause 5 and Clause 6

1. The headspace First Nations Service:
 - a. will provide, at a minimum, health services to an area of need surrounding a parent headspace centre;
 - b. will operate in accordance with headspace Services guidelines notified by headspace from time to time;
 - c. will be co-located with an existing local health service provider, stand alone or be a visiting service. The service mode must be approved by headspace National;
 - d. will be branded in accordance with the headspace Branding Obligations;
 - e. will be governed by the Lead Agency (through the parent headspace centre) which is responsible for the daily operations of the headspace First Nations Service;
 - f. will collect hAPI data which will be captured under the headspace First Nations Service name;
 - g. will participate in the hMIF process at the same time as its parent headspace centre and will complete a version of the hMIF specific to the headspace First Nations Service.
2. In accordance with clause 6.3, headspace may at any time conduct a review of the headspace First Nations Service and the headspace First Nations Service's compliance with the hMIF.
3. The Centre Manager and Clinical Lead of the parent headspace centre will provide clinical oversight and supervision of the staff operating from the headspace First Nations Service.
4. The parent headspace centre is responsible for community awareness activities for the headspace First Nations Service in accordance with the parent headspace centre's community awareness plan.
5. The parent headspace centre is responsible for youth participation activities at the headspace First Nations Service in accordance with the parent headspace centre's youth participation plan.
6. The Lead Agency must ensure that the headspace First Nations Service has staff deployed at all times of service operation (whether on a full-time, shared or other basis) to provide culturally appropriate care.
7. The Lead Agency is responsible for clinical and cultural governance of the headspace First Nations Service.

Schedule 9 headspace Work and Study in Centres [-not used]

Expectations for the operation of a headspace Work and Study in Centres to be read in conjunction with the specific obligations set out in Clause 5 and Clause 6

1. headspace Work and Study in Centres:
 - a. will be delivered by a Work and Study in Centres specialist;
 - b. will be voluntary, and service users are not required to have a mental health diagnosis;
 - c. will be fully integrated within the headspace Service;
 - d. will be branded in line with headspace Branding Obligations.
2. The Lead Agency must use the IPS module of hAPI to collect data for headspace Work and Study in Centres, consistent with headspace and Commonwealth Department of Social Services obligations.
3. The Lead Agency will obtain the consent of each service user for headspace to hold their service user data and for headspace on behalf of the Lead Agency to upload it to the Commonwealth Department of Social Services.
4. The Lead Agency is responsible for ensuring that Work and Study in Centres is delivered in line with headspace best practice guidelines for the integration of Work and Study in Centres, as notified by headspace from time to time.
5. The Lead Agency will ensure that its headspace Work and Study in Centres workforce works collaboratively with headspace to ensure consistent and quality delivery of headspace Work and Study in Centres.

Schedule 10 headspace Early Psychosis Program [- not used]

Expectations for the operation of a headspace Early Psychosis Program to be read in conjunction with the specific obligations set out in Clause 5 and Clause 6

1. The headspace Early Psychosis Program:
 - a. must be branded in accordance with the headspace Branding Obligations;
 - b. must be physically co-located with the headspace centre. Whether the Lead Agency is to deliver the headspace Early Psychosis Program from a headspace centre 'hub' and/or from a 'spoke' of the headspace centre 'hub' is set out in Item 6 of Schedule 1.
2. Any change to the name or nature of the headspace Early Psychosis Program (where co-located with headspace Services) must have prior written approval from headspace.
3. In accordance with clause 6.3, headspace may at any time conduct a review of the compliance of the headspace Early Psychosis Program with the hMIF.
4. Where the Lead Agency is funded by its PHN to deliver the headspace Early Psychosis Program (and that Lead Agency is not the operator of the headspace centre) that Lead Agency is responsible for the delivery of the headspace Early Psychosis Program.
5. Where the Lead Agency *is not* funded by its PHN to deliver the headspace Early Psychosis Program (and that Lead Agency is the operator of the headspace centre) that Lead Agency is not responsible for the delivery of the headspace Early Psychosis Program.
6. The Lead Agency must ensure that the headspace Early Psychosis Program workforce works collaboratively with headspace to ensure consistent and quality delivery of the headspace Early Psychosis Program.
7. The Lead Agency funded to deliver the headspace Early Psychosis Program must always have key personnel (Clinical Director) in place as set out in Item 11 of Schedule 1.
8. The Lead Agency must ensure that it has appropriately qualified staff deployed at all times, on a full-time, shared, or other basis consistent with the requirements of the hMIF and funding for the Early Psychosis Program.
9. The Lead Agency funded to deliver the headspace Early Psychosis Program is responsible for ensuring that the program is delivered with fidelity to the Orygen Early Psychosis Prevention & Intervention Centre (EPPIC) model.
10. The Lead Agency must collect headspace Early Psychosis Program data in hAPI consistent with headspace's data collection, upload and reporting requirements for the headspace Early Psychosis Program as set out in the headspace data policy, as notified by headspace from time to time.
11. The Lead Agency must complete the early psychosis components of the hMIF.
12. The Lead Agency must ensure that the headspace Early Psychosis Program is integrated with the headspace centre to deliver holistic care.
13. The Lead Agency must ensure that it has formal arrangements in place to ensure integration of the headspace Early Psychosis Program with the headspace centre.

Signing Page

Executed by the parties as a deed

Executed by **headspace National Youth
Mental Health Foundation Ltd ABN 26 137
533 843** in accordance with section 127(1) of the
Corporations Act 2001 (Cth):

.....
Signature of Director

.....
Signature of Director / Company Secretary

.....
Name of Director (print)

.....
Name of Director / Company Secretary (print)

...../...../.....
Date signed

Executed by **Lead Agency insert correct
corporate name ABN ###** in accordance with
section 127(1) of the *Corporations Act 2001*
(Cth):

.....
Signature of Director

.....
Signature of Director / Company Secretary

.....
Name of Director (print)

.....
Name of Director / Company Secretary (print)

...../...../.....
Date signed

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