# CoderDojo Regional License

**Regional Licence for [INSERT TERRITORY]**     **Dated [●]**     **"Term"** [●] months from the date;

**(1)**     **HELLO WORLD FOUNDATION** (operating as CoderDojo Foundation) is a limited liability company registered in Ireland (registration no. 524255), having its registered office at Dogpatch Labs, CHQ Building, Custom House Quay, Dublin 1 (**Licensor**); and

**(2)**     **[NAME OF REGIONAL BODY]** (**Regional Body**).

## BACKGROUND

(A)     The Licensor wishes to grant a licence to the Regional Body which has been established to support and scale CoderDojo in the Territory.

(B)     The Regional Body wishes to promote the Business (as defined below) and acknowledges that it requires the Licensor to grant to the Regional Body a licence to do so on the terms and conditions set out in this Agreement to ensure that the Regional Body abides by the CoderDojo ethos.

(C)     "Business" means the business of marketing, building awareness and negotiating partnerships to benefit the CoderDojo community and the CoderDojo brand, philosophy and ethos in accordance with the CoderDojo Charter;

**"CoderDojo Charter"** means the form of charter that all individual Dojos within the group will have signed up to;

"Territory" shall mean [**INSERT GEOGRAPHICAL REGION**].

## 1.     Licence

The Licensor hereby grants (in consideration for the rights and obligations set out herein and such other good consideration which shall include the Regional Body marketing, advertising, promoting and further developing the Business, the receipt and sufficiency of which is hereby acknowledged) to the Regional Body a non-exclusive, non-transferable licence to use the intellectual property and other rights relating to the Business in the Territory.

## 2.     Regional Body Obligations

2.1 The Regional Body will be established to inspire and support young people to learn how to code and how to create technology at CoderDojo in safe, social and fun environments.

2.2 The Regional Body warrants that it is incorporated as a not for profit entity within the Territory. The Regional Body will not  incorporate as a subsidiary of a for profit organisation.

2.3 It is the responsibility of the  Regional Body to  ensure it complies with all current and relevant legislation within its jurisdiction when undertaking any activities. This includes, but is not limited to, Child Protection, Data Protection
and statutory undertakings within its jurisdiction when undertaking any activities including but not limited to fundraising.

2.4 The Regional Body agrees to follow the  the correct naming procedure of "**CoderDojo *Region Name* Foundation"**.  In the case of existing charities adopting CoderDojo as a programme, the programme will be clearly named **"CoderDojo Region Name".**

2.5 The Regional Body agrees to follow the procedure to ensure it legitimately represents the community in the region. This includes but is not limited to conducting a survey to gather support from existing Community members.
The aim of this is to get over 50% support from Dojos in the region.

2.6 The Regional Body shall complete an annual survey in respect of their operations and shall encourage all Dojos in the Territory to complete the global CoderDojo annual survey in respect of their activities and shall provide this information to the CoderDojo Foundation on an annual basis.

2.7 The Regional Body shall encourage all Dojos in the Territory to use the CoderDojo Community Platform. ). Available in 14 languages, the CoderDojo Community Platformhas a number of features for making running of a Dojo easier. It will enable all regional Dojos to stay connected with and participate in the global community through the forums and is one of the main Dojo support tools available

2.8 To ensure that the region is appropriately represented on the Global Community Committee calls, the Regional Body will endeavour to have one representative who regularly attends and participates. This can be an alternating representative who reports back to the broader regional group. .

2.9 The Regional Body will ensure that there is a representative who have a 15 minutes check in call bi-monthly (unless desired more frequently) with their designated point of contact from the Global CoderDojo Foundation.

2.9.    Collaboration and partnerships are fundamental to the CoderDojo movement. The regional body agrees to escalate  any partnerships that transform into a global relationship to the  CoderDojo Foundation.

2.10.    The Regional Body will  promptly inform the CoderDojo Foundation of any  issues of concern raised by a third party regarding the  activities of CoderDojo or the CoderDojo Regional body  in the Territory to the Licensor.


3.      Regional Body BEST PRACTICE COMMITMENTS

3.1 In accordance with international best practice and governance for charities, the Regional Body will be required to produce annual audited accounts and make them publicly available on their website. In the case of existing charities or Foundations adopting CoderDojo as a programme, the charity is required to follow jurisdictional reporting requirements.

3.2. The CoderDojo Charter is the core terms of activity that all Dojos agree to on verification of their Dojo. Adherence to it is fundamental to the sustainability of the CoderDojo movement.      The Regional Body shall use all reasonable endeavours to ensure that all Dojos within their Territory comply with the CoderDojo Charter. If they have concerns about the activity of a Dojo(s) this should be brought to the attention of a CoderDojo Foundation representative.


3.3. The Regional Body shall advocate and encourage that all Dojos adhere to the CoderDojo Recommended Practice Principles/ CoderDojo Tao (Ethos).

3.4 The CoderDojo Community platform is the central infrastructure and database for the CoderDojo movement. Being verified (Read Why Verify your Dojo here) ensures that all Dojos are aligned with the

CoderDojo Charter and counted in the global impact of CoderDojo and stay aware of all opportunities and partnerships available. The Regional Body will ensure that Dojos they operate, or that operate in their jurisdiction are registered on the Global Community Platform. It is noted that in some jurisdictions a single regional community member may be registered as the Champion of all Dojos in a region though it is preferred if the local Champion is registered as the Champion in order to have a direct contact in that area for impact measurement.

3.5. The Regional Body shall use reasonable endeavours (consistent communication across the channels used in that region) to ensure that the majority of Dojos within the Territory are supportive of the Regional Body and its practice. Conflicts can be escalated to the CoderDojo Foundation to investigate and assist with finding a resolution.

3.6. The Regional Body will manage any core regional partnerships on behalf of all regional Dojos, ensuring that partnerships are entered into for benefit of CoderDojo and regional Dojos and not for personal or commercial gain.

3.7. To encourage transparency, the Regional Body shall ensure that details of core volunteers or employees are made publicly available on their website i.e number of employees and the roles that they play in the regional body.

3.8. The Regional Body will endeavour to encourage all Dojos to connect back into and contribute to the Global CoderDojo Community through participation on forums, use of badges and sharing of lessons and content.

3.9. The Regional Body will at all times, specifically during negotiations with partners or sponsors, be clear that they are representing a specific region or group of Dojos and not the Global movement.

3.10 The Regional Body will follow the CoderDojo data protection policy (supplied separately) and will ensure all data is stored and used for the purpose intended.

3.11 - It is a core value of CoderDojo to be inclusive and open source. Therefore a Regional Body shall not enter into exclusivity agreements with a third party entity unless there is just cause. All exclusivity agreements involving the CoderDojo Brand with any third parties are required to be logged and agreed with the CoderDojo Foundation in advance of agreement.

## 4.0      LICENSOR OBLIGATIONS

4.1. The CoderDojo Foundation will support the Regional Body during the initial establishment phase, including the facilitation of gaining support from the existing community in the Territory. This may include contacting regional Dojos on behalf of the Body and notifying them of the intent to form a regional body, facilitating regional community calls etc.

4.2. The CoderDojo Foundation permits the Regional body to use all CoderDojo resources including, branding, logo and associated websites to promote its activity for non-commercial use to gain support for the region.

4.3. The CoderDojo Foundation will assign a single point of contact to the Regional Body to ensure there are clear lines of communication and support

4.4 The CoderDojo Foundation will facilitate a bi-monthly check in phonecall to stay connected with the Regional Body.

4.5. The CoderDojo Foundation will ensure that a place is reserved for a member of the Regional Body on the Community Committee or any future advisory body.

4.6. The CoderDojo Foundation will include reference to the Regional Body on a set webpage on the www.coderdojo.com website.

4.7. The CoderDojo Foundation will share any jurisdictional challenges or opportunities with the Regional body.

4.8. The CoderDojo Foundation will advocate for the Regional Body. This can include connecting supporters of the global organisation with corresponding bodies in the regions.

4.9 The CoderDojo Foundation will pass any regional support leads or partnerships to the Regional body to engage and manage.

4.10 The CoderDojo Foundation will endeavor to supply the regional body with a clean list of verified Dojos for communication purposes only.

4.11  It is a core value of CoderDojo to be inclusive and open source. As per the Regional Body Best Practice Commitments lays out Regional Bodies should not enter into exclusivity agreements in their region without getting the support of the CoderDojo Foundation. Once the agreement is logged and approved, the CoderDojo Foundation will not enter into exclusivity agreements that effect into the Regional bodies exclusivity agreement and nor will the CoderDojo Foundation enter into an exclusivity agreement which is applicable in the area which the Regional body operates.


**5.0      Liability and Hold Harmless**

5.1.  To the fullest extent permitted by law, the Licensor shall not be liable to the Regional Body for any costs, expenses, loss or damage (whether direct, indirect or consequential, and whether economic or other) arising from the Regional Body's exercise of the rights granted to it under this agreement.

5.2. The Regional Body shall indemnify the Licensor against all liabilities, costs, expenses, damages or losses (including any direct or indirect consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by the Licensor arising out of or in connection with the Regional Body's exercise of its rights granted under this agreement or any breach by the Regional Body of the terms of this agreement.

5.3. Nothing in this agreement shall have the effect of excluding or limiting any liability for death or personal injury caused by negligence or for fraud.


**6.  Assignment**

The Licensor may at any time and without the consent of the Regional Body assign, transfer, or deal in any other manner with any or all of its rights or obligations under this Agreement. The Licensor's successors in title will be fully bound by this Agreement The Regional Body may not assign, transfer, or deal in any other manner with any of its rights or obligations under this Agreement without the consent of the Licensor.

## 7.     Duration and Termination

This Agreement shall come into force on the date that it is signed by the Licensor and shall remain in force until terminated for breach or terminated by the Licensor. Either party shall have the right to terminate this agreement by giving the other party not less than one (1) month's written notice of termination.

If evidence of gross misconduct occurs, the licensor has the right to terminate the agreement without notice. Gross misconduct is defined as any actions that go against the basic CoderDojo Charter (i.e charging for attendance).

## 8.     No partnership or agency

Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership, agency, or joint venture between the parties, constitute either party the agent of another party, nor authorise either party to make or enter into any commitments for or on behalf of the other party.

## 9.     Notices

Any notice required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by prepaid post or recorded delivery or by commercial courier, to each party required to receive the notice at its address as set out below or as otherwise specified by the relevant party by notice in writing to each other party:

Licensor: **[Insert relevant contact], [Insert Address];**

Regional Body**: [Insert relevant contact], [Insert Address];**

## 10.     Governing law and jurisdiction

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Ireland.  The parties irrevocably agree that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement.

Signed by
for and on behalf of **HELLO WORLD FOUNDATION (operating as CoderDojo Foundation)**

.....................................
CoderDojo Foundation Representative

Signed by
for and on behalf of **[NAME OF REGIONAL**        .......................................
**BODY]**                                          Director