

This licence is made under English Law between **The SFIA Foundation**, 5 Fleet Place London EC4M 7RD ("the Foundation") and **The Australian Government as represented by the Digital Transformation Agency**, 50 Marcus Clarke St, Canberra ACT 2601 ("the Licensee").

LICENCE

This is a special, limited, non-transferable licence for the use of the SFIA Framework and its associated documentation. The SFIA Foundation's General Terms and Conditions form part of this agreement but are superseded by this licence. The licensee agrees to be bound by and will facilitate ensuring all SFIA use within Australia will comply with, the terms of this licence, including the terms and conditions set out in The SFIA Foundation's General Terms and Conditions.

The licensee agrees to pay the licence fee for as long as this licence is in force and SFIA is used within the Country and shall give at least 12 months' notice of any intention to cancel. In the event of cancellation, all users under this agreement must establish separate individual licences to use SFIA or cease using SFIA before this licence terminates.

The scope of this licence is Australia, its workforce and both private and public sector organisations and companies. The term "externally" or "external" used below refers to activity outside of Australia.

TERM

This licence is valid for an initial period of 3 years, expiring on 30 June 2024, and may be extended or otherwise altered through written agreement between the two parties.

PERMITTED USES

Licence feature yes=permitted, no=not permitted	
Use by Individuals for personal information and for their own personal development	Yes
Use by Australian entities for staff management within their organisation	Yes
Use by Australian entities to publish mappings of qualifications to SFIA	Yes¹
Use by Australian entities in rate cards for pricing IT human resources globally	Yes
Use by Australian entities for commercial recruitment services provided within Australia	Yes
Use by Australian entities to create and distribute in-house frameworks, products or services derived from or using significant extracts of SFIA within the organisation.	Yes
Use by Australian entities in products or services within Australia	Yes²
Use by Australian entities in products or services external to Australia	Yes²
Use by Australian entities to provide SFIA training within Australia	Yes³
Use by Australian entities to provide SFIA training external to Australia	Yes³
Use by Australian entities to provide SFIA consulting activities within Australia	Yes⁴
Use by Australian entities to provide SFIA consulting activities external to Australia	Yes⁴
Translation of SFIA into another language or dialect	Yes⁵
Localisation, co-branding and publishing of SFIA within Australia	Yes⁶
Licensee listed on SFIA web site	Yes
Licensee must have Accredited Consultants on staff or under associate agreements	No^{3&4}
Licensee must maintain a list of SFIA users, consultant and mapping organisations and share with the SFIA Foundation.	No⁷

- Such mappings should be carried out by SFIA Accredited Consultants.
- Sales of SFIA tooling by Australian entities within Australia would be at a reduced royalty rate (2.5%); externally, normal royalties (5%) apply.
- Commercially provided SFIA Training must be led by a SFIA Accredited Consultant/Trainer.
- Commercially provided consultancy must be overseen by SFIA Accredited Consultants (an initial bootstrapping period will be allowed).
- Additional language translations are encouraged but in discussion and collaboration with the SFIA Foundation.

6. The Internal framework must be recognisable as SFIA, sharing, with equal prominence, the SFIA Logo. A combined Logo, such as SFIA-AU would be acceptable for instance. Separate rules for this will be agreed. Internal country distribution is allowed. External sales must be agreed with the SFIA Foundation and applicable fees may be due.
7. Australian entities providing SFIA services, providing SFIA-based products or mappings should separately register with the SFIA Foundation

The signatures below indicate agreement to the terms of this licence.

THE PARTIES HEREBY AGREE TO THE TERMS OF THIS LICENCE

Signed for The Licensee		Signed for The SFIA Foundation	
Signature		Signature	
Name		Name	
Date		Date	

Additional Notes:

This national licence provides beneficial licensing arrangement for Australian entities operating within Australia and globally:

- Australian entities commercially using SFIA external to Australia are individually required to pay the ‘uplift’ for a global licence. This includes entities providing SFIA based consulting services and training outside Australia.
- Non-Australian entities are not within the scope of this licence and must separately operate through a SFIA Foundation licence, with its associated fees. They must not ‘piggy-back’ on an Australian entity.
- Royalties on tool sales for Australian entities is beneficial as note 2 above. Non-Australian entities selling tools into Australia are subject to the standard SFIA Foundation royalties.
- Accredited SFIA Training conducted by Australian entities on a commercial basis will incur the standard SFIA Foundation per seat fee.
- Where SFIA Foundation Credentials are provided the standard SFIA Foundation credential fees apply
- Individual SFIA Accredited Consultant, Practitioner, Assessor and Training accreditation fees and annual registration fees are still due to the SFIA Foundation

‘Australian entities’ refers to individuals resident in Australia and organisations that have their principal place of business in Australia.

Branding within Australia

- Branding for SFIA use within Australia
 - SFIA-AU would be an acceptable local brand and an appropriate Logo will be provided.
 - Reference should be made to the SFIA Foundation and where online it should be hyperlinked to the SFIA-AU licence information. Statements such as ‘Powered by SFIA-AU’ along with an appropriate statement of recognition of the SFIA Foundations ownership of SFIA is acceptable.