## **Terms and conditions: SACS online Training course**

Important notice: Please read this carefully before continuing with the registration process.

This is a legal agreement between you (licensee or you) and La Trobe University (Licensor) (ABN 64 804 735 113) (“**LTU**”). LTU owns Intellectual Property for the SACS online training program and training materials, which includes all media, printed materials and online documentation. LTU has agreed to grant the Licensee a licence to use the training Materials for the Permitted Purpose and to provide the Associated Services described below, in accordance with the Terms and Conditions listed below.

By clicking on the "purchase" button on this registration page, you agree to these terms which will bind you and (if you are an employer) your employees. Proceeding further indicates that you are willing to abide by the terms and conditions listed in this agreement/document.

## 1. The Product - Description

We describe our product as:

* 1. eLearning [Online training]- Participants can purchase SACS online training, access and complete the course online. The SACS online training contains:
* Narrated PowerPoint presentation recorded at a recent workshop.
* Additional notes and resources for most of the topic areas
* Clinical videos of children with and without autism
* Downloadable resource sheets, brochures and additional readings.

Please note that we reserve the right to change the course content of the Training program at any time.

## 2. Purchase

The purchase of SACS Online Training and its materials are subject to the following:

* 1. The prices set out in the registration page; and
	2. The purchase of the SACS online Training program and its materials includes the granting of a non-exclusive, non-transferable licence to use the Training Materials and the Documentation on the terms of such licence, which are set out in the following clause.
	3. Method of Delivery: once your registration for the SACS online Training Program has been successfully processed, you will receive an email confirming your access details.

### 3. Permitted Purpose

The Social Attention and Communication Study (SACS) is a developmental surveillance program for autism created and developed at LTU.

The broad intention is to make the SACS online training program available to qualified health professionals to appropriately train in the use of the Materials, to be able conduct SACS screening assessments of children between 11 months – 30 months of age.

Completion of this training does not provide the licensee or your employees the right to train others in conducting SACS screening assessments

The Licensee must use the Materials only in accordance with the Permitted Purposes, and subject to the terms and conditions stated in this document.

4. Licensee’s Undertakings

Except as expressly set out in this Licence you undertake (and you undertake to procure that your employees or any other delegate attending the SACS Online Training Program on your behalf or on your account so undertakes):

* 1. Use the Materials only for the Permitted Purpose (3)
	2. Not to copy the Training Materials or Documentation except where such copying is incidental or necessary for the purposes of completing the SACS Online Training Program
	3. Not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Training Materials or Documentation;
	4. Sell, sublicense or assign (in whole or part) any right or obligation of the Licensee
	5. Not to alter, or modify, or copy the whole or any part of the Training Materials or Documentation, nor permit the Training Materials or any part of them to be combined with, or become incorporated into, any other materials;
	6. To supervise and control use of the Training Materials and Documents and ensure that they are used by you or your employees and representatives in accordance with the terms of this document;
	7. To include the copyright notice of LTU on all entire and partial copies you may make of the Training Materials or Documents on any medium;
	8. Not to provide or otherwise make available the Training Materials or Documentation in whole or in part, in any form to any person without prior written consent from LTU.

## 5. Cancellation

No Refunds: shall be given for the cancellation of the training program if a participant or organisation has used their login at least once. No matter when cancellation is notified to us.

If we cancel the training program: - we reserve the right to cancel the training at any time, without incurring any additional liability to the Licensor or any delegate. In such circumstances, we will offer alternative dates, a full refund or a credit note.

## 6. Intellectual Property Rights

Intellectual Property in the Program Materials are owned by LTU and remain at all times the property of LTU.

* 1. The Licensee agrees to notify LTU and provide LTU a copy of any Derivative Work immediately upon creation and must ensure the Derivate Work does not infringe the Intellectual Property or any other right of any third party.
	2. The Licensee must notify LTU immediately if it becomes aware of any actual or alleged infringement or threatened infringement of any Materials or allegation that any Materials infringe the rights of any third party.
	3. LTU is not obliged to take any legal or other action to prevent the activities of third parties who may be infringing LTU’s or the Licensee’s rights under this document. If:
1. LTU does elect to take action, unless otherwise agreed all proceedings will be under the control of LTU and the Licensee agrees to provide any cooperation, information and assistance reasonably required; and
2. LTU does not elect to take action, it may in writing permit the Licensee to take proceedings in its own name and unless otherwise agreed LTU will not be liable for any costs associated with such proceedings.

## 7. Confidentiality and Privacy

7.1 Each party agrees that all confidential information obtained from the other party will be treated as confidential and, except as required by law, must not be disclosed to any third party without the prior written consent of the other party.

7.2 Both parties agree that by agreeing to proceed further they will comply with all applicable privacy legislation, including the Privacy and Data Protection Act 2014 and Health Records Act 2001 (Vic) and the Information Privacy Principles and Health Privacy Principles under those Acts.

## 8. Licensor’s Liability

8.1 LTU warrants that it has the authority to grant the Licence and that the Licensee’s use of the Program Materials will not infringe the intellectual property rights of any other person.

8.2 Subject to clauses 8.1 and 8.3, LTU makes no warranties express or implied regarding the performance of the Associated Services or the accuracy or completeness of the Materials, their merchantability or fitness for any purpose and expressly excludes any liabilities in respect thereof.

8.3 Except to the extent that liability may not be lawfully excluded, LTU shall not be liable (and the Licensee shall ensure that LTU shall not be liable) to the Licensee or any third party in contract, tort or otherwise for any loss, damage, costs or penalties (whether direct or indirect) that the Licensee or any third party may suffer, sustain or incur as a result of the Licensee using or providing to any third party the Materials.

8.4 The Licensee shall indemnify and hold harmless LTU and its employees, officers and agents from and against any claim, loss, damage, cost, penalties or expense that LTU may sustain or incur as a result of the Licensee using or providing to a third party the Materials.

8.5 Where an Act of Parliament implies in this Agreement any term condition or warranty which cannot be excluded restricted or modified such term condition or warranty shall be deemed to be included in this Agreement provided that LTU’s liability for a breach of such term condition or warranty is, at the option of LTU, restricted to:

in the case of goods:

(i) the repair or replacement of the goods; or

(ii) the cost of repairing or replacing the goods; or

in the case of services:

(i) the supply of the services again; or

(ii) the cost of supplying the services again.

## Publicity

## The Licensee shall not make (or permit to be made) any press release, publicity, publication, advertisement or other announcement relating to this agreement or otherwise use LTU’s name or logo in any such materials, without prior written approval of LTU.

## Terms of Payment

10.1 Payment can only be made using an authorised instrument as listed in the payments page. Receipts for payment are provided in electronic format.

10.2 We take reasonable measures to ensure that our website is a secure site. Please see the terms and conditions of use of our website concerning access to it and use of the facilities on it. We take all necessary steps to ensure that any information provided by you for the purposes of payment will be kept secure.

10.3 Invoices payment terms are 14 days from date of invoice or at least 10 working days before the start of the course, whichever is sooner.

10.4 If any information that you have given to us proves to be incorrect, which has resulted in our not charging you the correct fee for the training program that you are buying, we reserve the right to adjust the fee (upwards or downwards) so that it is the correct fee for your circumstances.

Fees listed in our registration page is before GST.

## 11. Transfer of Rights and Obligations.

This Licence is binding on you and us, and on our respective successors and assigns.

11.1 You may not transfer, assign, charge or otherwise dispose of this Licence, or any of your rights or obligations arising under it, without our prior written consent.

11.2 You may not share your login credentials to access the whole or any part of the training program and its materials.

11.3 We may transfer, assign, charge, sub-contract or otherwise dispose of this Licence, or any of our rights or obligations arising under it, at any time during the term of the Licence.

## 12. Events Outside Our Control

12.1 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations that is caused by events outside our reasonable control (Force Majeure Event).

12.2 A Force Majeure Event includes any act, event, non-happening, omission or accident beyond our reasonable control.

12.3 Our performance is deemed to be suspended for the period that the Force Majeure Event continues, and we will have an extension of time for performance for the duration of that period. 12.4 We will use our reasonable endeavours to bring the Force Majeure Event to a close or to find a solution by which our obligations may be performed despite the Force Majeure Event.

13. Termination

This Agreement commences upon execution by the parties and continues for the Licence Term, in this case a period of 6 months from the date of commencement unless otherwise, agreed by both parties. You must immediately upon termination of this Agreement cease using and, upon request of LTU (and at the Licensee’s own cost), return to LTU or destroy the Program Materials including all copies of the Materials

Expiry or termination or expiry of this Agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination

## 15. Our Rights to Terms and Conditions

We have the right to revise and amend these terms and conditions from time to time.