

This is an online/clickwrap agreement (hereafter, **the Agreement**) with Griffith University (ABN 78 106 094 461). If you are entering into this Agreement as an individual, you warrant that you're legally capable of doing-so. If you're entering into this Agreement or behalf of a legal entity (such as a company, partnership or charity), you warrant that you are authorised to enter into this Agreement on behalf of such entity. For referencing purposes, a) you (the individual); or b) the legal entity which you're representing, is referred-to in this Agreement as **the Client**.

To avoid any doubt, this is a legally-binding agreement that formalises the particulars on which Griffith University will deliver the Program to the Client.

The Client acknowledges that this Agreement needs to be read in conjunction with the online order form (that was electronically displayed to the Client – before being provided with this Agreement). Specifically, the online order form articulates the following concepts – which are referenced throughout this agreement:

- **the Program** – being the educational program that Griffith University will deliver to the Client under this Agreement. The Program will either be a) '*Train the Trainer*'; or b) '*Cultural Awareness*';
- **the Delivery Date** – being the date on which Griffith University will deliver the Program to the Client;
- **the Location** – being the location at which Griffith University will deliver the Program on the Delivery Date;
- **the Fee** – being the GST exclusive fee payable by the Client to Griffith University to deliver the Program under this Agreement;
- **Minimum Number of Attendees** – being the minimum number of attendees required for Griffith University to deliver the Program;
- **Permitted Number of Attendees** – being the number of attendees (each, **an Attendee**) permitted to attend the Program at the Location on the Delivery Date.

## TERMS AND CONDITIONS:

### Delivery of Program

1. In consideration for the Client paying Griffith University the Fee, Griffith University agrees to deliver the Program for the Permitted Number of Attendees at the Location on the Delivery Date.
2. Subject to clause 3, Griffith University agrees to deliver the Program to a high professional standard and in accordance with all necessary legislation, regulations and codes.
3. The Client acknowledges that the Program:
  - a. will be delivered on an as-is basis;
  - b. is generic in nature and hasn't been tailored for the specific needs of the Client (and its Attendees).
4. Griffith University is permitted to subcontract the delivery of the Program in its absolute discretion.
5. Unless otherwise agreed (in writing) by Griffith University, the Client must not charge the Attendees any amount or fee to attend the Program.

### Cancellation of Delivery of Program

6. If less than the Minimum Number of Attendees are enrolled within 7 days of the Delivery Date, the Fee paid by the Client will be refund without deduction. Griffith University will re-schedule the Delivery Date for the Client to register and a new Fee will be payable. Griffith University accepts no liability for any other costs incurred by the Client as a result of the Delivery Date being re-scheduled.
7. If the Client or an individual Attendee notifies Griffith University at least 24 hours prior to the Delivery Date that they will not be attending on the Delivery Date due to an unforeseen circumstance, Griffith University will endeavour to offer the Client an opportunity to substitute that Attendee at no additional cost. Where such notification has been received within the time frame and no substitute is available then Griffith University may issue a partial refund of the Fee. Failure to provide such notice within the time frame will result in no offer of substitution and no refund of the Fee.

### Client's use of Program-materials

8. All intellectual property rights in Program-materials (that may be provided to the Attendees during the Program) are owned and retained by Griffith University.

### Change of Delivery Date

9. In circumstances where:
  - a. the Client wishes to change the Delivery Date of the Program, the Client must notify Griffith University (in writing) no less than 7 days prior to the Delivery Date. Griffith University will notify the Client (in writing) of the next available time that the Program will be conducted at (or near) the Location, and will use its best endeavours to make such subsequent Program available for the Client (/the Permitted Number of Attendees) to attend. To avoid any doubt, to the extent that the Client needs to incur any additional costs to attend any subsequent Program (including but not limited to travel and accommodation costs), the Client is solely responsible and liable for such costs.;
  - b. Griffith University wishes to change the Delivery Date, Griffith University will notify the Client (in writing) as soon as is reasonably practicable in the circumstances. Griffith University and the Client will negotiate a mutually-suitable time at which Griffith University will subsequently deliver the Program (such date will be the Delivery Date for the purposes of this Agreement).

### Train-the-Trainer terms (clauses 10 to 12 only apply if the Program being attended is Train the Trainer)

10. Attendees who complete the Train the Trainer Program are certified to deliver the Cultural Change Program:
  - c. to internal employees of the Client only;
  - d. for a period of 12 months from the date the Attendee completes the Program. If the Attendee wishes to continue delivering the Cultural Change Program after 12 months, they will need to be recertified by Griffith University (such certification to be formalised under a subsequent written agreement);
  - e. on the condition that the Client doesn't:
    - i. charge its employees any fee to attend the Cultural Change Program;
    - ii. amend or modify the Program materials in any way (or create derivate works based on their content);
    - iii. distribute hard copies of the 'MATE Trainers Guide' to participants attending the Cultural Change Program (noting the Client is permitted to provide participants with the 'MATE Scenarios').
11. Griffith University grants the Client a limited, revocable, non-exclusive, royalty-free licence to use the Program materials in accordance with the restrictions in clause 10. If Griffith University has reasonable grounds that the Client (via an Attendee or a Client employee) has breached these terms, it may (without derogating from any other rights it may have), revoke the licence granted to the Client under this Agreement. In such circumstances, Griffith University may provide the Client with written notice, requiring the Client to return or destroy (at Griffith University's option) any Program materials currently held by the Client and/or the Client employees.
12. The Client acknowledges that the Train the Trainer Program is a violence prevention program intended to be used creatively, acknowledging the unique needs and resources of each situation. An assessment of risk and health and safety issues remain the responsibility of the relevant user, and responses must take into account existing policies and procedures of the Client. Further, the Client will ensure that it has in-place an 'Employee Assistance Program' (or related counselling program) accessible to Attendees who complete the Train-the-Trainer Program.

### Cultural Awareness terms (clauses 13 to 15 only apply if the Program being attended is the Cultural Awareness)

13. The Client acknowledges that it is not entitled to a) exploit (or attempt to exploit) the Program materials for commercial endeavours; b) modify the Program-materials in any way (or create derivate works based on their content); c) disclose the Program-materials to any person who isn't an Attendee; d) conduct sessions (or attempt to conduct sessions) that intend to subsequently deliver the Program (or a program of a similar nature) to any person.
14. Griffith University grants the Client a limited, revocable, non-exclusive, royalty-free licence to use the Program materials in accordance with the restrictions in clause 13.
15. The Client acknowledges that the Cultural Awareness Program is intended to provide the Client (and its Attendees) with skills and coping mechanisms in respect of the subject-matter of the Program. The Client acknowledges that completion of the Program doesn't guarantee any particular outcome or success in respect of dealing with the sensitive subject-matter that is delivered during the Program. Further, the Client will ensure that it has in-place an 'Employee Assistance Program' (or related counselling program) accessible to Attendees who complete the Cultural Awareness Program.

### Liability

16. To the extent permitted by law and except as set out in this Agreement, Griffith University excludes all terms, conditions, warranties, undertakings or representations (whether express, implied, statutory or otherwise) in relation to the delivery of the Program and/or this Agreement. Griffith University's liability to the Client in respect of any loss or damage however caused in connection with the delivery of the Program and/or this Agreement is limited to the Fee paid by the Client. To avoid any doubt, Griffith University excludes all liability for loss or profit, revenue, goodwill or business opportunities, damage to reputation and any indirect or consequential loss

suffered by the Client pursuant to this Agreement.

17. The Client is responsible for its failure (and/or the failure of an Attendee from the Client) to abide by the terms of this Agreement. To the extent that Griffith University suffers any loss, damage or costs pursuant to such failure, the Client agrees to indemnify Griffith University for such loss, damage or cost.

#### Marketing materials

18. The Client acknowledges that Griffith University may cite or refer to the delivery of the Program to the Client under this Agreement in the University's marketing material (including project proposals, websites and staff resumes) - unless the Client otherwise advises Griffith University (in writing) prior to the Delivery Date.

#### General

19. This Agreement shall be governed and construed in accordance with the laws of the State of Queensland, Australia. The parties submit unconditionally to the exclusive jurisdiction of the Courts of Queensland.
20. No rights under this Agreement will be deemed to be waived except where the waiver is in writing and signed by both parties. A waiver by a party will not prejudice that party's rights in respect of any subsequent breach of this Agreement. Any failure by either party to enforce any clause of this Agreement, any forbearance, delay, or indulgence generated by either party to the other will not be construed as a waiver of rights under this Agreement.
21. Part or all of any provision of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining provisions of this Agreement continue in force.
22. This Agreement constitutes the entire agreement between the parties and supersedes all previous written and oral agreements and understandings reached by the parties regarding the delivery of the Program.