

TRAIN-THE-TRAINER TRAINING MATERIALS – TERMS AND CONDITIONS

Train-the-Trainer Workshops

The Comorbidity Guidelines Train-the-Trainer Workshops have been developed by The University of Sydney (ABN 15 211 513 464) through The Matilda Centre for Research in Mental Health and Substance Use (**Matilda Centre**) (collectively the **University, we, us or our**) to enable trainers to become registered with the University to deliver evidence-based training for Australian AOD workers to improve their capacity to manage co-occurring mental disorders (**Workshop(s)**). Detailed information about the Workshops is available on our Comorbidity Guidelines website (<https://comorbidityguidelines.org.au/>) (**Comorbidity Guidelines Website**).

Your participation in our Pilot Program

The University and its nominated facilitators (**Facilitators**) conducted a Comorbidity Guidelines Train-the-Trainer Pilot Program for the Workshops between April 2021– June 2022 (**Pilot Program**). Our records indicate that you participated in our Pilot Program and entered into a Training Facilitator Agreement with the University governing your participation in an online or face-to-face Workshop and your access to and use of the Training Materials (defined below) provided in connection with the Workshop. You have completed a Workshop to the University's satisfaction.

The Pilot Program concluded on 30 June 2022 and all Training Facilitator Agreements expired on the same date.

Renewing your licence to use the Training Materials

The University would like to offer to renew your licence to access and use the Training Materials on a perpetual basis in consideration of a nominal, one off renewal fee of AU \$55 (including GST) (**Renewal Fee**) subject to compliance with these Terms and Conditions (**Terms**). These Terms form an agreement between you and the University and we may vary these Terms for any reason and at any time without notice.

To renew your licence, you will need to access [\[this link\]](#) to pay the Renewal Fee (**Renewal**). If you proceed with Renewal, you are deemed to have accepted these Terms and agreed to comply at all times with all applicable laws in connection with your access to or use of the Training Materials and with our by-laws, rules, policies and procedures. You are responsible for informing yourself of the requirements applicable to you under such laws, by-laws, rules, [policies and procedures](#).

If you do not proceed with Renewal, you have no rights to continue to access or use the Training Materials.

Once your Renewal has been processed, you will receive an email notification from the University confirming your Renewal has been accepted. This notification will constitute confirmation of our acceptance of your Renewal and a binding agreement between you and the University shall come into existence when the University provides such confirmation. For each Renewal we accept, we agree to provide you with access to the Training Materials (and any updates of the same) in accordance with these Terms.

The University reserves the right to reject your Renewal for any reason. If we reject your Renewal, we will endeavour to notify you within a reasonable time after you submit your Renewal. If we have already received your payment, we will return, or refund in full, your payment promptly after our rejection notification.

Your use of the Training Materials

a) The Training Materials

For the purposes of these Terms, **Training Materials** means any train-the-trainer training content and materials which may include, but will not be limited to, the Comorbidity Guidelines, face-to-face or online training modules, manuals, guidelines, presentations, handouts, fact sheets, notes, papers, images, videos, recordings, resource lists and other materials made available in print or electronic form and provided to you by the University or our Facilitators in connection with a Workshop.

The University owns all intellectual property rights (including copyright) in and to any Workshop content, including but not limited to the materials, software, design, text, data, icons, logos, sound recordings and graphics comprised in a Workshop and the Training Materials (and any updated versions of the same).

Information or materials procured from a third party may be the subject of copyright owned by that third party.

b) Your licence to use the Training Materials

Subject to your compliance with these Terms, the University grants you a non-exclusive, royalty free, non-transferrable, non-sub-licensable, revocable, perpetual, worldwide licence to use the Training Materials (including any updated versions) for the express purpose of delivering online and/or face-to-face Comorbidity Guidelines training on the following Licence Terms. You must:

- a) only use the most up-to-date version of the Training Materials made available by the University (or our Facilitators) from time to time in administering your training;
- b) only use the Training Materials in the format provided by the University (or our Facilitators);
- c) not copy, alter, modify or adapt the Training Materials in any way or create any derivative works based on the Training Materials unless prior written permission is granted by the University. Where modifications are permitted by the University in writing, you acknowledge and agree that the University will own all intellectual property rights in any derivative or improved works upon creation and you agree to assign any such intellectual property rights to the University upon creation;
- d) only provide the Training Materials to attendees of your training (and not provide the Training Materials to anyone who has not attended your training or to any individual who has not completed a Workshop);
- e) include the Acknowledgement (set out below) with any distribution of the Training Materials;
- f) not represent that you have any endorsement or affiliation with the University or the Matilda Centre other than the approved Acknowledgement or as otherwise agreed with the University in writing. You must ensure that any attendees to your training understand that they will not receive any award, degree, certification or qualification from the University for attending your training;
- g) not use the University's (or the Matilda Centre's) name or trade marks or the Training Materials in any way which violates or infringes the rights of the University or of third parties, including intellectual property rights, or which is otherwise detrimental to the University or the Matilda Centre's respective reputations, images or names;
- h) immediately notify the University in writing if you become aware of any actual, suspected or threatened infringement or misuse of the Training Materials by a third party. The University may or may not take whatever action it deems appropriate at its discretion; and
- i) get in touch with the University in the event you lose or misplace your Training Materials to request a replacement copy (at no additional cost to you)

(collectively the **Licence Terms**).

c) Acknowledgement

The following Acknowledgement should be included when reproducing the Training Materials in accordance with these Terms (including the Licence Terms) on any marketing or advertising materials promoting your training using the Training Materials:

"I have attended and completed the University of Sydney's [YEAR E.g. 2022] Train-the-Trainer Workshop and I am approved by the University of Sydney to offer and provide online and/or face-to-face comorbidity training using the University of Sydney's Training Materials."

You must not state that you are "certified" by the University in any way. Apart from the University's (or Matilda Centre's) trade marks, logos or names appearing on the Training Materials, you agree not to use any trade mark, crest, logo or the name of the University or Matilda Centre without the University's prior written consent.

d) Your obligations in using the Training Materials

In accessing and using the Training Materials in accordance with these Terms (including the Licence Terms), you agree to:



- a) where desired and applicable, register as a Training Facilitator on the Comorbidity Guidelines Website (if not already done);
- b) use your best efforts to promote and publicise your training program through any print or digital means available to you using the Acknowledgement statement;
- c) obtain appropriate written privacy consents from all attendees to your training in favour of you and the University to use attendee personal information for the purpose of providing feedback about your training and the Training Materials prior to delivering any training. Attendees can provide their consent to the University using their personal information for these purposes by scanning the QR code or by clicking the link available in the Training Materials and completing the baseline/pre-evaluation survey;
- d) deliver any training using the Training Materials in the approved form, in accordance with the Licence Terms and in accordance with the teaching techniques and methodologies demonstrated during a Workshop. Any training using the Training Materials must be performed using due care and skill and in a professional manner;
- e) notify the University of any pertinent or unusual feedback, risks or issues that arise in delivering training using the Training Materials;
- f) provide feedback or reports to the University in relation to the Workshop and Training Materials as requested by the University;
- g) comply with any other obligations set out in these Terms or other reasonable directions, requests or guidance provided by the University from time to time relating to the Workshop or Training Materials; and
- h) deliver any training using the Training Materials on terms consistent with, and which give effect to, these Terms and the Licence Terms.

You may charge for your training using the Training Materials at your complete discretion.

e) Termination of your Licence to use the Training Materials

The University may terminate or revoke the licence granted under these Terms at any time with or without cause by written notice to you. If the licence granted under these Terms is terminated for any reason, you must immediately:

- a) cease all use of the Training Materials, including use of the Training Materials in connection with conducting your training;
- b) remove all references to the Training Materials and the University (and the Matilda Centre) from any promotional or advertising materials (whether in print or electronic form); and
- c) provide the University with all feedback, reports, copies, privacy consents, and attendee lists available up to the date of termination.

Your personal information

Please ensure that you regularly check your email and keep your contact details up-to-date to ensure you receive our communications and the most up-to-date version of the Training Materials.

By providing your personal information as part of your Renewal, you agree to the University:

- a) collecting, using, and storing this information for the purpose of contacting you in connection with a Workshop and Training Materials (including, but not limited to, seeking additional information to enable us to process your payment and Renewal; providing confirmation of your payment and Renewal; providing updates, new versions, information, requests and reminders about the Training Materials; and seeking your feedback on a Workshop and the Training Materials). If you would like more information about how the University manages personal information, please refer to our Privacy Policy and the information about Privacy at the University available at <https://www.sydney.edu.au/about-us/governance-and-structure/privacy-and-university-information/privacy-at-the-university.html>; and
- b) sharing your personal information with our Facilitators (including 360Edge) for the purpose of contacting you in connection with a Workshop and Training Materials (including for the reasons outlined above in point a).

Please note that your employer's IT policy or email spam policy may block emails from us or our Facilitators. It is your responsibility to check you have received all necessary information from us, and to provide up-to-date contact details.

Changes and updated to the Training Materials

We reserve the right to make changes and updates to the Training Materials at any time without notice to you. Updated versions of the Training Materials will be provided to you by email from time to time at no additional charge. You must use the most up-to-date version of the Training Materials at all times.

Fees and charges

We will charge you, and you agree to pay, the Renewal Fee outlined on the link provided at the time of Renewal, and any other fees and charges set out in these Terms. All fees and charges referred to in these Terms (or on the Renewal link) include GST where applicable.

Payment methods

We accept the following methods for the payment of amounts payable to us in respect of the Workshop:

- MasterCard
- Visa

You authorise us to debit the amount that is payable for your Renewal from your nominated card account. If we are unable to successfully process your card payment then we may cancel your Renewal and we will endeavour to notify you. You must not pay, or attempt to pay, for a Renewal through any fraudulent or unlawful means.

We will provide you with a receipt after we receive your payment which specifies the total fees and charges for your Renewal.

Liability and Indemnity

You acknowledge and agree that, to the maximum extent permitted by law:

- a) unless expressly stated in these Terms, the University:
 - i. does not give any warranties, promises or representations in relation to a Workshop or Training Materials; and
 - ii. is not liable to you for any loss or damage suffered or incurred by you, however caused (including due to negligence, breach of contract, under indemnities or in equity) in connection with a Workshop or your use of the Training Materials, or for any loss or damage that constitutes consequential loss, indirect loss, loss of profits, loss of reputation, loss of bargain or loss of opportunity;
- b) you will use the Training Materials and conduct training using the Training Materials entirely at your own risk.

You will indemnify the University and its employees, officers, students, agents, auditors, partners, consultants (including its Facilitators), sub-contractors and affiliates (each an **Indemnified Party**) against all losses, damages (including those arising out of a third party claim), expenses and costs (including legal costs on a solicitor-client basis, whether incurred by or awarded against a party) that an Indemnified Party sustains or incurs as a result of any breach of these Terms or any act or omission by you in connection with use of the Training Materials.

General

This agreement is governed by the laws of New South Wales, Australia. Each party submits to the non-exclusive jurisdiction of the courts of that place.

Questions about these Terms, the Workshops or the Training Materials

If you have any questions about these Terms, the Workshops, or the Training Materials, please contact us by email on training@comorbidityguidelines.org.au.

Please also refer to our [Frequently Asked Questions](#) available on the Comorbidity Guidelines Website.