

TRAIN-THE-TRAINER WORKSHOPS – 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)**).

The Workshops are **non-award programs and no degree, credit or qualification will be earned by completing a Workshop**.

Detailed information about the Workshops is available on our Comorbidity Guidelines website (<https://comorbidityguidelines.org.au/>) (**Comorbidity Guidelines Website**), where you can also review our **Frequently Asked Questions**. If you have any questions about our Workshops, please contact us by email on training@comorbidityguidelines.org.au.

All Workshops are subject to availability.

Your Expression of Interest and finalising your Enrolment

The University, through its nominated Facilitators, recently received your expression of interest to register to attend a Workshop submitted through the Comorbidity Guidelines Website (**Expression of Interest**).

We have reviewed your Expression of Interest and are pleased to offer you a place in an upcoming Workshop, the details of which will be emailed to you by our Facilitators after your Enrolment has been completed, processed, and confirmed.

To secure your place in a Workshop, you will need to access [\[this link\]](#) to pay for the Workshop and finalise your enrolment (**Enrolment**). Your Expression of Interest will form part of your Enrolment. Your Enrolment, attendance and participation in a Workshop, and access to and use of the Training Materials provided in connection with a Workshop are subject to these Terms and Conditions (**Terms**). These Terms form an agreement between you and the University. We may vary these Terms for any reason and at any time without notice.

If you proceed to finalise your Enrolment, you are deemed to have accepted these Terms and agreed to comply at all times, with all applicable laws in connection with your Enrolment and your participation in a Workshop including your use of and access to 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](#).

Confirmation of Enrolment and acceptance

Once your Enrolment has been submitted and processed, you will receive an email notification from the University confirming your Enrolment has been accepted. This notification will constitute confirmation of our acceptance of your Enrolment and a binding agreement between you and the University shall come into existence when the University provides such confirmation. For each Enrolment we accept, we agree, subject at all times to availability, to enrol you in a Workshop and provide the Workshop (including access to the Training Materials) in accordance with these Terms. You will also receive an email notification confirming that your payment has been received.

The University reserves the right to reject your Enrolment for any reason, including if you do not meet the Eligibility Criteria, if a Workshop is already full, or if we do not have enough participants to proceed with a Workshop. If we reject your Enrolment, we will endeavour to notify you within a reasonable time after you submit your Enrolment. If we have already received your payment, we will return, or refund in full, your payment promptly after our rejection notification.

Eligibility Criteria

You must satisfy the eligibility criteria set out in the Expression of Interest available on the Comorbidity Guidelines Website (**Eligibility Criteria**) to participate in a Workshop. By Enrolling, you warrant that you satisfy the Eligibility Criteria.

Our Facilitators, Workshop quality and skill level

Each Workshop will be delivered by our nominated facilitators, such as 360Edge (**Facilitators**). We are dedicated to providing you with the best learning experience possible, and our Facilitators are carefully selected by researchers at the Matilda Centre. The Workshop content, including the Training Materials, is reviewed on a regular basis to ensure its relevance and currency. Attendance at a Workshop requires all participants to meet the Eligibility Criteria and have prior knowledge and competencies as outlined in the Eligibility Criteria. We do not provide refunds if you find a Workshop too easy or too difficult after attending. The Workshops are non-award programs and no degree, credit or qualification will be earned by completing a Workshop. Please see below for details about obtaining a Certificate of Completion.

If you have questions about the suitability of a Workshop, we encourage you to contact us by email on training@comorbidityguidelines.org.au before proceeding to complete your Enrolment.

Workshop structure

Each Workshop will be delivered by our Facilitators. Our Facilitators will contact you by email to provide details on the following points prior to your Workshop:

- a) any details, information or instructions about the Workshop;
- b) the date(s), time(s), location(s) and duration of the Workshop;
- c) the mode and format of the Workshop, which may be conducted face-to-face or online;
- d) if your Workshop will be conducted online, you will receive relevant instructions to join your Workshop within a reasonable time before it starts along with information about any technical access and support. You must ensure that you have access to a personal computer and that it is set-up to support the system and internet bandwidth requirements for a video conferencing platform or software (such as Zoom). You must ensure that you have compatible hardware and software (including access to an inbuilt microphone and camera, or capacity to plug in a mic and camera, the latest version of an internet browser, and access to programs advised by us or the Facilitator); and
- e) a sample of the Training Materials. A copy of the full Training Materials will be provided upon completion of the Workshop (see further detail below).

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 Enrolment (including in your Expression of Interest), you agree to the University:

- a) collecting, using, and storing this information for the purpose of contacting you in connection with the Workshop and Training Materials (including, but not limited to, seeking additional information to enable us to process your payment and Enrolment; providing confirmation of your payment and Enrolment; providing updates, information, requests and reminders about the Workshop and Training Materials; providing a copy of the Training Materials (and any updated versions of the same); and seeking your feedback on the Workshop and 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 the Workshop and Training Materials (including to conduct the Workshop and 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. If you do not receive correspondence and wish to cancel or transfer or if you fail to attend a Workshop as a result, these Terms apply.

Your use of the Training Materials

a) The Training Materials

The Workshop will cover and provide access to 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 to a Workshop (**Training Materials**).

The University owns all intellectual property rights (including copyright) in and to the Workshop content, including but not limited to the materials, software, design, text, data, icons, logos, sound recordings and graphics comprised in the 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 and the successful completion of a Workshop to the University's satisfaction, 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 after completing a Workshop;
- 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.

Registration as a Training Facilitator upon completion

While the Workshop is a non-award program and no degree, credit or qualification will be earned by completing the Workshop, the University encourages you to register as a Training Facilitator on the Comorbidity Guidelines Website so that your name will be searchable as a trainer. Registration will be subject to your successful completion of a Workshop to the University’s satisfaction.

Certificate of Completion

After completion of the Workshop to the satisfaction of the University or our Facilitators, you will be provided with a certificate of completion by email (**Certificate of Competition**).

Changes to the Workshop

While we endeavour to ensure each Workshop is accurately described on the Comorbidity Guidelines Website and in the email provided by our Facilitators, we reserve the right to make changes at any time and for any reason to the date(s), time(s), location(s) where the Workshop is being delivered, the mode and format of delivery and who will facilitate each Workshop. We will provide notification of such changes as soon as possible. We otherwise reserve the right to make changes at any time to the structure, delivery mode, content, teaching personnel and materials, including to the Training Materials at any time without notice to you.

Cancellation of a Workshop

a) Cancellation by us

We may cancel your registration at any time after we have accepted your Enrolment for any reason. If we cancel, we will endeavour to notify you as soon as possible. You agree that our liability to you as a result of our cancellation by us is capped at the amount paid by you to us in respect of the cancelled Workshop and neither the University nor the Matilda Centre will be liable for any loss suffered as a result of cancellation or change, including travel or other costs incurred.

If we cancel a Workshop on or before its scheduled commencement date, we will cancel your enrolment. If we have already received your payment, we will refund your payment in full.

If we cancel a Workshop after its scheduled commencement date because we are no longer able to conduct the Workshop for reasons beyond our reasonable control, including a venue or Facilitator becoming unavailable, or for any other reason, we will cancel your enrolment. If we have already received your payment, we may, in our absolute discretion, give you a partial refund depending on the circumstances of the cancellation.

b) Cancellation by you

If you cancel your Enrolment within 24 hours of your payment, we will refund the fees in full. **No refund will be issued if you cancel or re-schedule your Enrolment more than 24 hours after your purchase.**

Fees and charges

We will charge you, and you agree to pay, the purchase price of a Workshop outlined on the link provided at the time of Enrolment, and any other fees and charges set out in these Terms. All fees and charges referred to in these Terms (or on the Enrolment link) and all prices for the Workshop include GST where applicable.

We may vary prices for a Workshop from time to time without notice. Subject to these Terms, we will not increase the amount payable by you for a Workshop once we have accepted your Enrolment. Unless otherwise agreed by the University in writing, transferring to a later Workshop constitutes a new application to Enrol additional fees may incur.

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 registration and Enrolment from your nominated card account. If we are unable to successfully process your card payment then we may cancel your Enrolment or

registration and we will endeavour to notify you. You must not pay, or attempt to pay, for a Workshop 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 the Workshop.

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.

You accept that the University cannot be held responsible for any delay or disruptions to your access to a Workshop as a result of such suspension or any of the following:

- a) unavailability of adequate Facilitators;
- b) insufficient enrolment in Workshops;
- c) the operation of the internet and the world wide web;
- d) any firewall restrictions that have been placed on your network or the computer you are using to access the Workshop;
- e) failures of telecommunications links and equipment; or
- f) updated browser issues.

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.