

INTELLECTUAL PROPERTY POLICY

Thank you for enrolling in _____, nationally recognised training with Contempo College. Before participating, please read the terms set out below. Feel free to ask any questions you have about these terms and we will do our best to answer them.

1. Our Intellectual Property Rights

- 1.1. Throughout the Program, you may be exposed to our IP, which includes:
 - (a) Written and other material protected by Australian and international copyright laws (including brochures, handouts, program outlines, photographs, music records, cinematograph films and the like), owned by or used under license by us (Copyright Material); and
 - (b) Information identified as 'Confidential', information relating to our programs, business affairs and activities which we wish to keep confidential, including any trade secrets, know-how, financial, technological and other commercially valuable information, as updated and improved on from time to time (but not including information which is or becomes legally available to the public) (Confidential Information).
 - (c) Our trademarks, signs and devices.
- 1.2. As a learner, you may use our IP for your personal study and application, provided that:
 - (a) You do not copy, reproduce, display, broadcast or communicate any Copyright Material to any other person without first obtaining the necessary consents; and
 - (b) You keep Confidential Information private and confidential and do not copy, reproduce or store any Confidential Information, or assist anyone to do such things; and
 - (c) You do not use any of our IP to imply an association with us which is false or misleading.
- 1.3. On our request, you agree to immediately return any document or thing containing our IP.

2. Your Acknowledgements

- 2.1. By signing these terms, you acknowledge that:
 - (a) The Confidential Information is confidential and of value to us, who own any and all intellectual property rights in it;
 - (b) Your unauthorized disclosure of Confidential Information may result in serious damage to us for which we may claim injunctive or other relief;
 - (c) You have no rights to our IP beyond those granted by these terms;
 - (d) You conducted your own enquiries into the nationally recognised training and are satisfied that it is suitable for you;
 - (e) You obtained independent legal, financial and medical advice with respect to your participation where you considered it necessary;
 - (f) You accept these terms freely and without reliance on any representations which we may have made about the nationally recognised training.

3. Disclaimers and indemnity

- 3.1. You understand and agree that:
 - (a) Our business, its directors, officers, employees and staff will not be held responsible (whether in contract, tort including negligence, pursuant to statute or otherwise) to you for any loss or liability incurred by you, or any indirect or consequential loss or damage of any kind arising out of or in relation to your participation in the nationally recognised training beyond that which is mandated by the Trade Practices Act 1974 (Cth) and its State

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and Territory equivalents and the National VET Regulator Act, 2011 and the Australian Quality Framework (AQF), in which case, our liability and the liability of its directors, officers, employees and staff is limited to the extent permitted under those laws.

(b) You will not hold our business, its directors, officers, employees or staff responsible for any physiological, psychological or emotional stress or injury which you may experience as a result of your participation in the nationally recognised training.

- 3.2. You also indemnify us, its directors, officers, employees and staff from and against any loss, claim for damages (including, without limitation, any legal costs) suffered or incurred by us as a result of:
- (a) your use of our Training Centre; or
 - (b) any act or default committed by you in respect of any of these terms.

4. General

- 4.1. These terms constitute a complete and binding agreement between us and yourself with respect to your participation in the nationally recognised training, and no other term, condition, warranty or right is or will be implied by law or otherwise (unless mandated by the Trade Practices Act 1974 (Cth) and its State and Territory equivalents and the National VET Regulator Act, 2011 and the Australian Quality Framework (AQF)).
- 4.2. These terms will be governed by and construed according to the laws of the State of New South Wales, Australia, and you irrevocably submit to the non-exclusive jurisdiction of that State and any courts of appeal from them.

If you feel you need it, we recommend you seek legal and other advice before signing and returning these terms.

Otherwise, by signing below, you acknowledge reading and understanding your rights and obligations contained in these terms.

Acknowledgment

I am over the age of eighteen years and I have read the foregoing and fully and completely understood the contents hereof.

I, _____ (name) of _____ (address)
acknowledge and agree to the above terms.

Signed: _____ Date: ____/____/____