



Australian Wool Education Trust

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APPLICATION FOR ACCESS TO SHEEP AND WOOL EDUCATION MODULES

Name: _____

Title: _____

Organisation: _____

Address: _____

Telephone: _____

Fax: _____

Email: _____

Expected Use: _____

I acknowledge that I have read, understood and agree to comply with the Terms and Conditions for Access to the Sheep and Wool Education Modules.

APPLICANT:

WITNESS:

{Signature}

{Signature}

{Print Name}

{Print Name}

{Date: dd/mm/yy}

{Date: dd/mm/yy}

Mail: Secretary
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TERMS AND CONDITIONS FOR ACCESS TO SHEEP AND WOOL EDUCATION MODULES

1. Definitions

“**AWET**” means the Australian Wool Education Trust.

“**Course**” means a sequence of instruction modules or units for degrees, diplomas or certificates (which may include but not consist exclusively of programmes or short courses) including extracts from or references to the Modules.

“**Educational Activities**” means the provision of an educational Course of instruction or post graduate research or coursework in the areas of sheep and wool education, which include limited extracts from or references to the modules, but excludes the delivery of a Course or any other training based predominantly on the Modules. “Educational Activities” also includes use of the Modules for self education or in their entirety as reference materials.

“**Improvement IP**” means any update, development, modifications, adoption of derivative work or improvement of the Modules or IP.

“**Licensed IP**” means all Intellectual Property rights in the Modules and all Improvement IP.

“**Modules**” means electronic or printed copies of educational materials assigned to AWET by third parties and all associated “Licensed IP” set out in the Tables 1-10.

“**UNE**” means the University of New England.

“**MLA**” means Meat and Livestock Australia

“**AWI**” means Australian Wool Innovation.

“**Sheep CRC**” means the Australian Sheep Industry Cooperative Research Centre

“**Use**” in relation to the Modules means to use, and/or copy parts thereof for the purpose of self education, or insertion in Courses.

2. Use

2.1 You may only Use the Modules as reference material for Educational Activities unless AWET provides prior written consent to more substantial use.

2.2 You may extract limited sections from the Modules for inclusion in Educational Activities or Courses you are developing, provided that such extracts are clearly identified as to content and the source Modules.

2.3 You may cite or otherwise refer to the Modules in their entirety in relation to your Educational Activities or Courses.

2.4 You may not transfer or otherwise disseminate the Modules to third parties without the prior written consent of AWET.

2.5 You may not amend, extend or otherwise alter the Modules.

2.6 You may propose amendments, extensions or other Improvement IP to the modules to AWET. You agree that such Improvement IP, if accepted by AWET, becomes the sole property of AWET and you will execute or facilitate the execution of any documentation necessary to effect that right.

3. Protection of Licensed IP

3.1 You must not engage in any conduct which may be detrimental to the interests or reputation of AWET or which may challenge the ownership or validity of any Licensed IP.

3.2 You may make a single backup copy of the IP. You may also copy the IP to the disk of a personal computer for your personal use.

3.3 Distribution of copies of the IP to other parties, except as permitted in Section 2 is not permitted.

4. Acknowledgement

4.1 You agree to acknowledge the contribution of the Sheep CRC, MLA, AWI, UNE and AWET to the Modules in all courses or publications you create relating to the Modules.

5. Disclaimer

5.1 You agree to use the Modules at your own risk. AWET will not be liable for any loss or damage including consequential loss, from any cause whatsoever, (including negligence) resulting from your use of the Modules.

6. Indemnity

6.1 You release and agree to indemnify AWET and keep it indemnified against all actions, claims, proceedings, costs, demands, damages or liability whatsoever which may be brought against you relating to the use of the Modules or in connection with a breach of your obligations under these Terms and Conditions..

7. Reservations

7.1 AWET reserves the right to change these terms or to revoke your access to the Modules at any time without any recourse by you or any third party.