

Online License Agreement

General Terms and Conditions

For use of e-Learning Content on the Skills for Care Virtual Learning Environment (VLE)

This Licence Agreement is between Skills for Care Limited (“Skills for Care”, “we” or “us”) and **the Individual to whom we have agreed to provide access to content on the Skills for Care VLE (“you”)**.

1. Definitions

1.1 In this Agreement the following terms shall have the following meanings unless the context otherwise requires:

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| Confidential Information | (a) the existence and terms of the licence granted pursuant to clause 2.1 of this agreement; |
| | (b) all information disclosed to the relevant party by or on behalf of the other party in connection with this Agreement and which relates to the provisions of this Agreement, the negotiations relating to this Agreement or the subject matter of this agreement; |
| | (c) know-how, secret processes and inventions disclosed to the relevant party by or on behalf of the other party in connection with this agreement; and |
| | (d) all other information disclosed to the relevant party by or on behalf of the other party (whether before or after the date of this Agreement) which is marked as or has been otherwise indicated to be confidential or which derives value to a party from being confidential or which would be regarded as confidential by a reasonable business person; |

Content(s)	This agreement relates to use of one or more of the modules purchased from Skills for Care, as listed below:
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Introductory Modules for Managers:

- Module 1. Leading and managing in adult social care
- Module 2. Supporting and developing teams (Part 1)
- Module 2. Supporting and developing teams (Part 2)
- Module 3. Regulation and governance
- Module 4. Effective communication
- Module 5. Working with partners
- Module 6. Leading a person-centred service
- Module 7. Safeguarding and mental capacity
- Module 8. Making decisions
- Module 9. Managing resources

- Module 10. Learning and innovating
- Module 11. Personal development and wellbeing

CQC Modules:

- Being prepared for CQC inspection
- Improving your CQC rating
- Delivering outstanding care

Effective Date	the payment date of the licence fee;
Field of Use	private and individual use by the licensee;
Intellectual Property Rights	any and all current and future intellectual or industrial property rights (whether legal or equitable) including patents, rights to inventions, utility models, copyright (including related moral rights and rights in software), designs, design rights, trademarks, the right to sue for passing off, service marks, domain names, business and trade names, rights in confidential information (including technical and commercial trade secrets), topography rights, know-how, methodologies, processes, database rights and image rights, and any other intellectual property rights, in each case whether registered or unregistered, including any applications for registration and renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any country in any part of the world;
Material	all content and documentation produced by Skills for Care including all Skills for Care's Intellectual Property Rights and Skills for Care's Intellectual Property Rights contained therein relating to the e-Learning Content listed above;
Territory	the United Kingdom;
Term	this Agreement shall commence on the Effective Date and shall remain in full force and effect until 2 years after the Effective Date.

2. Licence; Restrictions on use

- 2.1 Skills for Care hereby grants to the Licensee, with effect from payment of the licence fee, a non-exclusive, non-transferable licence to:
- (a) Access and use of the purchased e-Learning content through the Skills for Care Virtual Learning Environment in the field of use and the territory only, during the Term.
- 2.2 The Licensee shall not be entitled to edit, amend, modify or allow any changes to be made to the Materials without the prior written consent of Skills for Care. Skills for Care shall be entitled to charge the Licensee for any changes made to the Materials with Skills for Care's consent at the price to be agreed between the parties from time to time.
- 2.3 Skills for Care shall retain ownership of the Intellectual Property Rights contained in the Materials.

- 2.4 Any Intellectual Property Rights subsisting in any changes in the Materials shall vest in Skills for Care (the “**Company Intellectual Property Rights**”). To the extent that the Company Intellectual Property Rights do not vest in Skills for Care automatically by operation of law or under this Agreement, the Licensee shall hold the Company Intellectual Property Rights on trust for the benefit of Skills for Care.
- 2.5 If and whenever required to do so by Skills for Care the Licensee shall promptly execute all instruments and do all things necessary or desirable to vest all the Company Intellectual Property Rights (including such patent or other protection or registration when obtained) and all right, title and interest to and in them absolutely, with full title guarantee and as sole beneficial owner, in Skills for Care.
- 2.6 The Licensee waives absolutely its moral rights in respect of the Materials and any changes to the Materials (including without limitation, in any updates or revisions or future works) arising under the Copyright, Designs and Patents Act 1988 as amended from time to time and all similar provisions of law in whatever part of the world such rights may be enforceable.
- 2.7 This licensed access and use of the materials, including certificates upon completion, cannot be transferred to another individual or organisation, and is for private use by the license holder only.
Failure by the Licensee to comply with these requirements is a breach of this agreement and may lead to immediate termination of this agreement by Skills for Care..
- 2.8 These terms and conditions govern the use of the digital copy of the Skills for Care certificate, which has been supplied for use within our Learning Management System (LMS), in relation to the following digital learning modules:

Introductory Modules for Managers:

- Module 1. Leading and managing in adult social care
- Module 2. Supporting and developing teams (Part 1)
- Module 2. Supporting and developing teams (Part 2)
- Module 3. Regulation and governance
- Module 4. Effective communication
- Module 5. Working with partners
- Module 6. Leading a person-centred service
- Module 7. Safeguarding and mental capacity
- Module 8. Making decisions
- Module 9. Managing resources
- Module 10. Learning and innovating
- Module 11. Personal development and wellbeing

CQC Modules:

- Being prepared for CQC inspection
- Improving your CQC rating
- Delivering outstanding care

We confirm that:

3. Liability

- 3.1 Skills for Care shall have no liability for any use of the Materials by the Licensee.
- 3.2 Nothing in this Agreement limits or excludes the liability of Skills for Care:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by Skills for Care as a result of fraud or fraudulent misrepresentation by Skills for Care; or
- (c) for any liability that is not permitted to be limited or excluded by law.

3.3 Nothing in this Agreement shall constitute any representation or warranty that the exercise by the Licensee of the rights granted under this Agreement will not infringe the rights of any person.

4. Confidentiality

4.1 Each party shall treat as confidential all Confidential Information of the other party and shall not disclose such Confidential Information to any person other than in accordance with this Agreement.

4.2 Each party may disclose the other's Confidential Information: to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this Agreement. Each party shall procure that its employees, officers, representatives or advisers to whom it discloses the other party's Confidential Information comply with the obligations set out in this clause 4 as if they were a party to this Agreement; and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

4.3 Neither party shall use any Confidential Information of the other party for any purpose other than to exercise its rights or perform its obligations under or in connection with this Agreement.

4.4 Notwithstanding the expiry or early termination of this Agreement, the provisions of this clause 4 shall continue to apply to each party without limit in time.

5. Assignment

5.1 Skills for Care may at any time assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without the prior written consent of the Licensee.

5.2 The Licensee may not assign, delegate, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Agreement without the prior written consent of Skills for Care.

6. Relationship of the Parties

6.1 Nothing in this Agreement, and no action taken by the parties under this Agreement, shall create or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the parties or authorise either party to make or enter into any obligations or commitments on behalf of the other.

7. Amendments

7.1 No purported amendment or variation of this Agreement or any provision of this Agreement shall be binding on the parties unless it is set out in writing, expressed to amend this Agreement and signed by authorised representatives of each of the parties.

8. Rights of Third Parties

- 8.1 For the purposes of the Contracts (Rights of Third Parties) Act 1999 the parties do not intend that any person who is not a party to this Agreement shall have any right to enjoy the benefit or enforce any of the terms of this Agreement.

9. Severability

- 9.1 If any provision of this Agreement is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable then it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible that provision shall be deemed to be omitted from this Agreement and the validity and enforceability of the other provisions of this Agreement shall not be affected or impaired.

10. Governing Law and Jurisdiction

- 10.1 The formation, existence, construction, performance, validity and all aspects whatsoever of the Agreement or any term of it and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature) shall be governed by and construed in accordance with English law and the parties irrevocably agree that all disputes or claims arising out of or in connection with this Agreement (including its formation, enforceability, validity and interpretation) shall be subject to the exclusive jurisdiction of the English Courts.

Note: *This license was updated on 11/10/22 to include additional e-Learning content under Sections 1 (Content) and Section 2.8.*