



## CPD MODULES

**These Service Specific Terms will apply between L&D and the Client in connection with CPD Modules.**

**For the purpose of these Service Specific Terms and the applicable Order Form, the following definition will apply:**

**“CPD Module(s)”** means a digital module for continued professional development that has been developed by or licensed to L&D to sub-license.

- 1.1 The Client may request to purchase CPD Modules from L&D for access: (a) via L&D’s digital platform; or (b) for integration with the Client’s own learning management system (“LMS”). Following such request, L&D will confirm the applicable prices in writing.
- 1.2 Subject to Clause 1.1, L&D grants the Client a non-exclusive, non-transferable, revocable licence to use and sub-licence the CPD Modules subject to the terms of this Agreement.
- 1.3 L&D will remain the owner of all Intellectual Property Rights in the CPD Modules. No ownership is transferred.
- 1.4 If the Client purchases CPD Modules for access via L&D’s digital platform, the following will apply:
  - 1.4.1 Following agreement by the Client to the prices communicated by L&D, L&D will invoice the Client for the quantities requested.
  - 1.4.2 Following payment of the invoice, L&D will provide the Client with codes which can be distributed to the Client’s employees.
  - 1.4.3 The Client acknowledges and agrees that:
    - (a) Fees are non-refundable.
    - (b) The Client’s employees will have to set up an account [here](#) to redeem their code.
    - (c) Each code for CPD Modules is non-transferable between individuals once redeemed.
    - (d) Unredeemed codes will expire 12 months following the payment of the invoice.
    - (e) Access to a CPD Module will expire 12 months following the redemption of the applicable code.
    - (f) L&D has no obligation to verify access of the codes and will not share any personal data with the Client regarding use of the codes.
    - (g) Upon termination or expiry of the Order Form for any reason, unredeemed codes for CPD Modules will expire and the Client will not be entitled to a refund for any unredeemed codes.
- 1.5 If the Client purchases CPD Modules for integration with the Client’s own learning management system, the following will apply:
  - 1.5.1 Following agreement by the Client to the prices communicated by L&D, L&D will provide a link via email which provides access to a ‘connector’ file which can be downloaded by the Client and uploaded to an LMS in the same way as a SCORM file.
  - 1.5.2 L&D will invoice the Client monthly based on the number of Licences activated during the previous month. For the purpose of these Service Specific Terms, a “Licence” is defined as one end user’s access to one CPD Module.
  - 1.5.3 The Client will:
    - (a) be entitled to integrate, host, and distribute the CPD Modules via its own platform’s LMS for access by its employees.
    - (b) be responsible for ensuring that its LMS is configurable with the SCORM files. L&D is not responsible for issues arising from misconfiguration of an LMS or use in non-compliant systems.

- (c) notify L&D within 14 days of purchase if there are any compatibility issues with the 'connector' files and its LMS.

1.5.4 The Client acknowledges that:

- (a) Licences for CPD Modules are non-transferable between individuals.
- (b) Once accessed by a Client's end user, the end user will be entitled to access the CPD Module for 365 days ("Access Period"). Upon expiry of the Access Period, the Client will pay an additional fee if an end user continues to access the CPD Module.
- (c) L&D has no obligation to verify access to the CPD Module and will not share any personal data with the Client regarding access to the CPD Modules.
- (d) Purchases of CPD Modules are non-refundable.
- (e) L&D makes no warranty as to the quality of the CPD Modules or its suitability for the Client's requirements.

1.6 The Client:

- (a) must not use the CPD Modules for any purpose other than outlined in these Service Specific Terms or modify, reverse engineer or otherwise exploit other than as provided for.
- (b) comply with L&D's reasonable and lawful instructions in relation to the CPD Modules.

1.7 L&D may make changes to the CPD Modules to:

- (a) reflect changes in relevant laws and regulatory requirements;
- (b) implement minor technical adjustments and improvements, for example to address a security threat; or
- (c) update the CPD Modules, provided that such updates do not materially change the description of the CPD Modules at the date of this Agreement.

1.8 Notwithstanding the terms of the Agreement, L&D may vary its Fees for the CPD Modules by giving to the Client not less than 30 days' prior written notice of such variation.