

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 Intellectual Property Rights and Skills for Care Intellectual Property Rights contained therein relating to the e-Learning Content listed above;

Territory

the United Kingdom;

Term

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- 2.4 Any Intellectual Property Rights subsisting in any changes in the Materials shall vest in Skills for Care **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.
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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

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We confirm that:

3.

- 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.

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

8.

- 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.

- 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.

- 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