

Licence of Good Vibes Experiment Materials

Background

- A. Flinders University A.B.N.65 542 596 200 (“**Flinders**”) has developed “Good Vibes Experiment”, an awareness campaign designed to develop the knowledge and skills necessary to improve, sustain, repair and strengthen mental health. For that purpose, Flinders has created the Materials (defined below).
- B. You wish to use the Materials for the purposes referred to in Recital A. Flinders agrees to grant You a licence to use the Materials in accordance with the terms and conditions set out below.
- C. The terms of the licence provide, amongst other things, that:
- (i) You must ensure that Flinders and Flinders University Student Association shall be properly acknowledged as the creator of the Materials if you provide or make available to the public any Materials;
 - (ii) To the fullest extent permitted by law, Flinders disclaims all liability (including for any indirect, special, incidental or consequential damage or loss and whether in an action of contract, tort or otherwise) for any loss or damage suffered or incurred by any person whether directly or indirectly by reason of any use or misuse of, or reliance upon, the Materials.
- D. By exercising the Licensed Rights (defined below), You accept and agree to be bound by the terms and conditions of this licence. To the extent this licence may be interpreted as a contract, You are granted the Licensed Rights in consideration of Your acceptance of these terms and conditions, and the Licensor grants You such rights in consideration of benefits the Licensor receives from making the Licensed Material available under these terms and conditions.

Terms and conditions of licence

1. In this licence:

“**Flinders**” has the meaning given to it in paragraph A above;

“**Licensed Rights**” means the rights granted to You subject to the terms and conditions of this licence that apply to Your use of the Materials and that Flinders has the authority to license;

“**Materials**” means all physical and electronic information and materials comprising the Good Vibes Experiment campaign;

“**Purpose**” means the purpose of the Good Vibes Experiment campaign, referred to in Paragraph A above;

“You” means the individual entity exercising the Licensed Rights under this licence.
“Your” has a corresponding meaning.

2. Flinders hereby grants a world-wide, royalty-free, non-exclusive, non-transferable license to You to exercise the Licensed Rights in the Materials to reproduce and provide and make available to the public the Materials for non-commercial purposes only for the term of this licence.
3. You may make modifications or adaptations to the Materials, consistent with the Purpose.
4. You may not provide or make available to the public the URL link to the cloud-based shared drive containing the Materials.
5. Every recipient of the Materials, whether modified or adapted or not, automatically receives an offer from Flinders to exercise the Licensed Rights under the terms and conditions of this licence. You may not impose additional or different terms and conditions which would restrict the use of the Materials under this licence.
6. You agree that if you provide or make available to the public any Material (including any modified or adapted Materials), You shall ensure that Flinders and Flinders University Student Association shall be properly acknowledged as the creator of the Materials.
7. To the fullest extent permitted by law:
 - 7.1 Flinders offers the Materials as-is and as-available, and makes no representations or warranties of any kind concerning the Materials, whether express, implied, including but not limited to any warranties of merchantability, fitness for a particular purpose and non-infringement of copyright, trademark or other right; and
 - 7.2 Flinders disclaims all liability (including for any indirect, special, incidental or consequential damage or loss and whether in an action of contract, tort or otherwise) for any loss or damage suffered or incurred by any person whether directly or indirectly by reason of any use or misuse of, or reliance upon, the Materials.
8. You agree to indemnify and hold harmless Flinders from and against any law suits, claims, losses, costs, damages or liabilities (or actions or proceedings in respect thereof) that Flinders incurs or may incur related to or arising from any breach of Your obligations under this licence or by any unauthorised acts by you, or any of the Your employees, contractors or other representatives. You unconditionally release Flinders from any liability, claims, demands or damages of any kind arising out of or in connection with any use of or access to the Materials.
9. This licence applies until terminated. Flinders may terminate this licence:
 - 9.1 By giving You not less than 30 days prior written notice; or
 - 9.2 immediately by giving written notice to You, in the event that You breach this licence and fail to rectify such breach within fourteen (14) days of being served written notice setting out the breach or failure and requiring such breach or failure to be rectified.

10. Termination of this agreement will not affect the accrued rights or remedies of either party.
11. On termination of this agreement, You must at Flinders' request immediately, and at Flinders' option, return to Flinders or destroy and certify in writing the destruction of, all copies of the Materials (and any copies thereof) in Your possession or control.
12. Flinders shall not be bound by any additional or different terms or conditions communicated by You unless expressly agreed in writing.
13. No term or condition of this licence shall be waived and no failure to comply consented unless expressly agreed to in writing by Flinders.
14. This licence is governed by the laws of South Australia and You submit to the non-exclusive jurisdiction of courts exercising jurisdiction there in connection with matters concerning this licence.
15. To discuss these conditions or make contact with the creators of the Good Vibes Experiment campaign, email oasis@flinders.edu.au