

# Connectivity Traumatic Brain Injury Australia

## Local Area Network Support

### TERMS AND CONDITIONS

#### 1. Definitions

- 1.1 "Application" means the completed application form titled *Connectivity Traumatic Brain Injury Australia Local Area Network Support*.
- 1.2 "Connectivity" means Connectivity Traumatic Brain Injury Australia Limit.
- 1.3 "Local Area Networks" means a group of people interested in traumatic brain injury including concussion, meeting to discuss ways to improve education, awareness, and/or treatment. It is anticipated that Local Area Networks include people with diverse experience and expertise, including but not limited to clinicians, researchers, members of the community and representatives of relevant organisations.
- 1.4 "the Parties" means both Connectivity and the Recipient.
- 1.5 "Recipient" means the contact person, or identified representative, for the Local Area Network as stated on the *Connectivity Traumatic Brain Injury Local Area Network Support Application*.
- 1.6 "General operations" means usual, day-to-day activities that are conducted or required to facilitate the running of the Local Area Network.
- 1.7 "IT" means information technology.
- 1.8 "Support" means the provision of IT services in the form of a webpage and private portal hosted on the Connectivity website, and/or financial support up to the value of \$2,500 AUD per annum, comprising \$500 AUD for general operations and up to an additional \$2,000 AUD towards specific initiatives.
- 1.9 "Initiatives" means the project(s) or activity(ies) listed in the Application, which must align with Connectivity's strategic objectives, found in Appendix A.
- 1.10 "TBI" means traumatic brain injury (including concussion).
- 1.11 "Terms" means the Terms and Conditions outlined in this document.

#### 2. Purpose

- 2.1 To help bring together stakeholders in TBI, Connectivity is providing support to Local Area Networks with a special interest in TBI.

### 3. Period

- 3.1 IT support will be reviewed by Connectivity on an annual basis from the time of commencement.
- 3.2 Financial support provided by Connectivity is limited to a total of \$2,500 AUD per annum.
- 3.3 Application forms can be submitted at any time. Local Area Networks must submit their application to Connectivity at least six weeks in advance of the date that the funds are required.
- 3.4 Applications will be reviewed upon receipt of submission and a response provided within two weeks.
- 3.5 Approval of the Application is at the discretion of Connectivity.

### 4. Responsibilities of Connectivity

- 4.1 IT support will be coordinated and maintained by Connectivity, using Connectivity's existing infrastructure and preferred third-party providers.
- 4.2 Connectivity will endeavour to complete website-related tasks within a two-week period.
- 4.3 While all reasonable care is taken, in the event of a cyber-security breach, Connectivity will notify the Recipient of any incidental breaches of privacy or security on the Local Area Network's designated website portal.
- 4.4 Financial support granted by Connectivity will be provided according to the financial institution details provided by the Recipient within four weeks of the Application being approved.
- 4.5 Connectivity acknowledges that it does not have any rights to Intellectual Property associated with the Local Area Network.

### 5. Responsibilities of the Recipient

- 5.1 The Recipient agrees to acknowledge IT and financial support granted by Connectivity in any suitable forums where information is disseminated to the broader community. This may include the use of the Connectivity logo, mentions or tagging of Connectivity on social media platforms, and in any printed or digital material produced by the Local Area Network.
- 5.2 The Recipient is responsible for providing all content, any (approved) imagery and/or logos for the Local Area Network webpage and informing Connectivity about any updates that are required.
- 5.3 The Recipient is not required to provide Connectivity with evidence (e.g. invoices, receipts) for funded items, initiatives, or activities. This information is to be outlined in the Application form and in a brief annual summary on activities.
- 5.4 The Recipient agrees to notify Connectivity as soon as it becomes aware of any conflict of interest, perceived or real.



## 6. Insurances

6.1 The Recipient agrees to have their own insurances in place for all initiatives or activities conducted by the Local Area Network that are financially supported by Connectivity.

## 7. Termination

7.1 Connectivity may withdraw IT or financial support if the Recipient engages in unfavourable activities, especially those that cause, or are perceived as being likely to cause, disrepute to Connectivity.

## 8. Miscellaneous

- 8.1 **Limitation of Responsibility:** Connectivity is not responsible for any views, opinions, fraudulent or wrongful activity performed by the Recipient, the members of the Local Area Network, their employees or representatives.
- 8.2 **Indemnity:** The Recipient indemnifies Connectivity, our employees, agents and officers (Indemnified Parties) and hold us and each of them harmless against any liability and any other loss, damage (including reputational damage), claim, demands and proceedings whatsoever, (whether foreseeable or not), action or expense (including legal expense) incurred or suffered by any of them in connection with the work which arises from or in connection with the Initiative(s).
- 8.3 **Relationship:** The Terms give rise to a relationship in contract only. Nothing in the Terms makes one party an agent for, or partner of, the other.
- 8.4 **Assignment:** The Parties may not assign or otherwise dispose of their rights or obligations under the Terms without the written consent of the other.
- 8.5 **Electronic transmissions:** Any document sent by or to the Parties by electronic transmission is sufficient for the purpose of creating a binding and enforceable agreement between the Parties, provided that it is actually received or deemed to be received by the receiving party.
- 8.6 **Severance:** If any provision of the Terms is, or becomes, for any reason invalid or unenforceable, that provision will be treated as having been deleted from the Terms without affecting the remainder of the Terms and that remainder will continue to be valid and enforceable.
- 8.7 **Law:** The Terms are governed by the laws in force in Western Australia and each of the parties irrevocably submits to the exclusive jurisdiction of the courts of Western Australia.

**Appendix A**

**Figure 1.** Connectivity Traumatic Brain Injury Australia’s Strategic Objectives 2021-2024.

