

NATSICC Course Terms and Conditions

By accessing and using the Services, you agree and acknowledge that you have read, understand and agree to be bound by these terms and conditions in this Agreement and to comply with all applicable laws including, without limitation, all federal, state and local tax and tariff laws, regulations, and/or directives.

IT IS AGREED AS FOLLOWS:

1. Services

- 1.1 In consideration of your payment of the Price, we will provide the Services in accordance with this Agreement, whether ourselves or through our Personnel.
- 1.2 If this Agreement expresses a time within which the Services are to be provided, you agree that such time is an estimate only, and creates no obligation on us to provide the Services by that time.
- 1.3 The method, details and means of performing the Services are set out in the Order Form and to the extent that the method, details and means of performing the Services are not so specified, we will reasonably determine the method, details and means of performing the Services.
- 1.4 No variation of the Services is effective unless agreed by the parties in writing. If you cancel some or all of the Services, we are entitled to retain some or all of the Price in accordance with the Cancellation Policy.

2. Licence

In consideration of your payment of the Price, we grant you a non-exclusive, revocable, Australia-wide, non-sublicensable and non-transferable Licence during this Agreement to:

- (a) access and use the Learning Manager Content; and
- (b) permit your Authorised Users to access and use the Learning Manager Content,

for personal and non-commercial use in accordance with this Agreement and subject to any additional terms or limitations imposed by the Platform Operator on the access to the Learning Manager Platform, or as agreed by the parties from time to time.

3. Access to the Learning Manager Platform

- 3.1 In consideration of your payment of the Price, we will issue the number of Authentication Credentials as specified in the Order Form to you to access and utilise the Learning Manager Platform for the purpose of utilising the Licence.
- 3.2 You acknowledge and agree that we reserve the right at any time and from time to time to change and/or revoke Authentication Credentials by providing you or the relevant Authorised User with written notice where there is a breach of this Agreement.

4. Price & Payment

- 4.1 You agree to pay us:
 - (a) the Price (or, where applicable, the balance of the Price);
 - (b) all disbursements, including travel and accommodation costs and third party costs, reasonably and directly incurred by us for the purpose of the provision of the Services (**Expenses**) unless otherwise agreed by the parties; and
 - (c) any other amount payable to us under this Agreement,in accordance with the Payment Terms.
- 4.2 If any payment has not been made in accordance with the Payment Terms, we may (at our absolute discretion):
 - (a) cease providing the Services, suspend or revoke the Licence and Authentication Credentials, and recover as a debt from you our additional costs of doing so; and/or
 - (b) charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 5% per annum, calculated daily and compounding monthly, on any such amounts unpaid after the due date,until all amounts under clause 4.1 have been paid in full.

5. Your responsibilities

- 5.1 You agree to (and you agree to ensure that your Authorised Users):

- (a) Provide us with all reasonable support and information as required by us to provide the Services and to comply with our obligations under this Agreement;
- (b) take reasonable and appropriate steps to protect the Authentication Credentials to ensure these are only used by you and your Authorised Users;
- (c) not permit any other person to access or use the Learning Manager Content or Platform;
- (d) comply with any policies, guidelines or other requirements issued by the Platform Operator from time to time in any way relating to Authentication Credentials;
- (e) if an Authorised User ceases to be employed by you or the Authorised Users agreement to access and use the Learning Manager Content and Platform ceases (for any reason), take reasonable steps to prevent the Authorised User from accessing and using the Learning Manager Content or Platform.
- (f) immediately notify us if:
 - (i) an Authentication Credential is lost, stolen, missing or is otherwise compromised; or
 - (ii) you become aware of any breach of the provisions of this Agreement by the Authorised User, in which case the Authentication Credentials may be suspended (at our discretion) until such time as the breach is remedied to our satisfaction;
- (g) not transfer or allow Authentication Credentials to be transferred between or amongst Authorised Users or other individuals or systems and take all reasonable steps to ensure that Authentication Credentials are not transferred;
- (h) comply with this Agreement, our reasonable requests or requirements, and all applicable laws; and
- (i) provide all assistance, information, documentation, access, facilities, authorities, consents, licences and permissions reasonably necessary to enable us to comply with our obligations under this Agreement, our agreement with the Platform Operator or at law.

5.2 If necessary for the provision of the Services, you agree to provide us (and our Personnel) with unfettered access to the Premises (and the facilities at the Premises), free from harm or risk to health or safety:

- (a) at the times and on the dates requested by us; and/or
- (b) to enable us to comply with our obligations under this Agreement, our agreement with the Platform Operator or at law,

and you agree to pay us any additional costs that we may suffer or incur if you fail to do so.

5.3 You acknowledge and agree that any breach of this Agreement by an Authorised User will be treated as a breach by you of this Agreement, and you remain responsible and liable for the acts or omissions of your Authorised Users where such users access and use the Learning Manager Content and Platform.

6. **Warranties and representations: general**

You represent, warrant and agree that:

- (a) there are no legal restrictions preventing you from entering into this Agreement;
- (b) all information and documentation that you provide to us in connection with this Agreement is true, correct and complete;
- (c) you have not relied on any representations or warranties made by us in relation to the Services (including as to whether the Services are or will be fit or suitable for your particular purposes) and the Licence, unless expressly stipulated in this Agreement;
- (d) the Services and the Licence are provided to you solely for your benefit and you will not (or you will not attempt to) disclose, or provide access to, our Services to third parties without our written consent or as otherwise specified in this Agreement;
- (e) you will be responsible for the use of any part of the Services and the Licence, and you must ensure that no person uses any part of the Services and the Licence:
 - (1) to break any law or infringe any person's rights;
 - (2) to transmit, publish or communicate material that is defamatory, offensive, abusive, indecent, menacing or unwanted; or

- (3) in any way that damages, interferes with or interrupts the supply of the Services or the Learning Manager Content and Platform;
- (f) no Insolvency Event has occurred in respect of you and that you will immediately notify us if you are (or you are likely to be) the subject of an Insolvency Event;
- (g) this Agreement constitutes a legal, valid and binding agreement, enforceable in accordance with its terms;
- (h) you are not aware of any actual or potential conflict of interest in our provision of the Services and the Licence;
- (i) if applicable, you have a valid ABN which has been advised to us; and
- (j) if applicable, you are registered for GST purposes.

7. Intellectual Property

7.1 As between the Parties:

- (a) we own all Intellectual Property Rights in Our Materials;
- (b) you own all Intellectual Property Rights in Your Materials, and

nothing in this Agreement constitutes a transfer or assignment of any Intellectual Property Rights in Our Materials or Your Materials.

7.2 As between the Parties, ownership of all Intellectual Property Rights in any New Materials or Improvements will at all times vest, or remain vested, in us upon creation. To the extent that ownership of such Intellectual Property Rights in any New Materials and/or Improvements do not automatically vest in us, you agree to do all things necessary or desirable to assure our title to such rights.

7.3 We grant you a non-exclusive, revocable, Australia-wide, non-sublicensable and non-transferable right and licence, for the duration of the Term, to use Our Materials that we provide to you, and the New Materials and Improvements, solely for the purposes for which they were developed and for your sole use and enjoyment of the Services.

7.4 You grant us a non-exclusive, revocable, Australia-wide, sublicensable and transferable right and licence to use Your Materials, and your Intellectual Property Rights in the Services, for the purposes reasonably contemplated by this Agreement and for the performance of our obligations under this Agreement.

7.5 If you or any of your Personnel have any Moral Rights in any material provided, used or prepared in connection with this Agreement, you agree to (and you agree to ensure that your Personnel) consent to our use (including our sublicensees) of those Moral Rights.

7.6 In the use of any Intellectual Property Rights in connection with this Agreement, you must not (and you must ensure that your Personnel do not) commit any Intellectual Property Breach.

8. Confidentiality

8.1 Subject to clause 8.2, a Receiving Party must:

- (a) keep confidential; and
- (b) not use or permit any unauthorised use of, the Confidential Information of a Disclosing Party.

8.2 Clause 8.1 does not apply where:

- (a) the information is in, or comes into, the public domain (other than by a breach of this clause 8 or any other duty of confidence owed by the Receiving Party);
- (b) the Receiving Party has the prior written consent of the Disclosing Party;
- (c) the disclosure is required by law;
- (d) the disclosure is required in order for the Receiving Party to comply with its obligations under this Agreement; or
- (e) the disclosure is to a professional adviser in order to obtain advice in relation to matters arising in connection with this Agreement and provided that the Receiving Party ensures the adviser complies with the terms of this clause 8.

8.3 Each Party acknowledges and agrees that monetary damages may not be an adequate remedy for a breach of this clause 8. A Party is entitled to seek an injunction, or any other remedy available at law or in equity, at its discretion to protect itself from a breach (or a continuing breach) of this clause 8.

9. **Australian Consumer Law**

- 9.1 Certain legislation, including the Australian Consumer Law (ACL) in the *Consumer and Competition Act 2010* (Cth), and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the provision of the Services by us to you which cannot be excluded, restricted or modified (**Statutory Rights**).
- 9.2 If the ACL applies to you as a consumer, nothing in this Agreement excludes your Statutory Rights as a consumer under the ACL. You agree that our Liability for the Services provided to an entity defined as a consumer under the ACL is governed solely by the ACL and this Agreement.
- 9.3 Subject to your Statutory Rights, we exclude all express and implied warranties, and all material, work and services (including the Services) are provided to you without warranties of any kind, either express or implied, whether in statute, at law or on any other basis.

10. **Indemnity**

You agree to indemnify us for any claim against us for any loss or liability incurred by us arising from or in connection with your and your Authorised Users' use of the Learning Manager Content or Platform.

11. **Liability**

- 11.1 Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive and release us from and against, any Liability caused or contributed to by, arising from or connected with:
- (a) your or your Personnel's acts or omissions;
 - (b) any use or application of the Services and Licence by a person or entity other than you, or other than as reasonably contemplated by this Agreement;
 - (c) any works, services, goods, materials or items which do not form part of the Services (as expressed in this Agreement), or which have not been provided by us;
 - (d) third parties or any goods or services provided by third parties, including customers, end users, suppliers, transportation or logistics providers or other subcontractors which the provision of the Services may be contingent on, or impacted by;
 - (e) the Services or the Learning Manager Platform being unavailable, or any delay in us providing the Services to you, for whatever reason; and/or
 - (f) any event outside of our reasonable control.
- 11.2 Despite anything to the contrary, to the maximum extent permitted by law:
- (a) neither Party will be liable for Consequential Loss;
 - (b) a Party's liability for any Liability under this Agreement will be reduced proportionality to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel); and
 - (c) our aggregate liability for any Liability arising from or in connection with this Agreement will be limited to us resupplying the Services to you or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in respect of the supply to the relevant Services to which the Liability relates.
- 11.3 Nothing in this Agreement (including the foregoing clauses) limits a party's liability to the other party in respect of:
- (a) personal injury (including sickness and death) arising out of the first party's performance of its obligations or exercise of its rights under this Agreement;
 - (b) an obligation to pay invoices issued under and in accordance with this Agreement;
 - (c) any obligation of confidentiality or in relation to Confidential Information;
 - (d) any indemnity; and
 - (e) loss, damage to or loss of use of, any real or personal property.
- 11.4 A party's liability to the other party under this Agreement is diminished to the extent that other party's acts or omissions (or those of a third party) contribute to or cause the loss or liability.

12. Term & Termination

- 12.1 This Agreement commences from the Start Date of the first Order Form and terminates at end of the Term of the last open Order Form.
- 12.2 Notwithstanding clause 12.1, we may terminate this Agreement at any time and for any reason by giving you 10 days' notice in writing.
- 12.3 This Agreement will terminate immediately upon written notice by:
- (a) us:
 - (1) if you (or any of your Personnel) breach any provision of this Agreement or any relevant Order Form, and that breach has not been remedied within 10 Business Days of being notified by us;
 - (2) if you fail to provide us with clear or timely instructions or information to enable us to provide the Services;
 - (3) for any other reason outside our control which has the effect of compromising our ability to provide the Services; or
 - (4) if you are unable to pay your debts as they fall due; and
 - (b) you, if we are:
 - (1) in breach of a material term of this Agreement or any relevant Order Form, and that breach has not been remedied within 10 Business Days of being notified by you; or
 - (2) unable to pay our debts as they fall due.
- 12.4 Upon termination of this Agreement:
- (a) we will immediately stop performing the Services, except those set out in clause 12.6;
 - (b) you will pay for all Services provided prior to termination, including Services which have been provided and have not yet been invoiced to you, and all other amounts due and payable under this Agreement;
 - (c) you agree to promptly return (where possible), or delete or destroy (where not possible to return), our Confidential Information, Materials and Intellectual Property, and/or documents containing or relating to our Confidential Information, Materials and/or Intellectual Property; and
 - (d) you agree not disparage or otherwise make any unfavourable statements or comments regarding us, any of our Group Companies, our Personnel or our clients, either directly or by implication, verbally or in writing.
- 12.5 Upon termination of this Agreement:
- (a) by us pursuant to clause 12.2, we agree to refund you the portion of the Price paid in advance (if any) for Services that will no longer be provided after the End Date; and
 - (b) by us pursuant to clauses 12.3(a)(1), 12.3(a)(2) or 12.3(a)(4), you agree to pay us our additional costs arising from, or in connection with, such termination.
- 12.6 We will retain your documents (including copies) as required by law or regulatory requirements. Your express or implied agreement to this Agreement constitutes your authority for us to retain or destroy documents in accordance with the statutory periods, or on expiry or termination of this Agreement.
- 12.7 Termination of this Agreement will not affect any rights or liabilities that a Party has accrued under it.

13. General

- 13.1 **Amendment:** we may amend the terms and conditions in this Agreement at any time and publish the amended terms and conditions on our website. By continuing accessing and using the Service, you acknowledge and agree that you have read, understand and agree to be bound by the amended terms and conditions from time to time.
- 13.2 **Assignment:** A Party must not assign or deal with the whole or any part of its rights or obligations under this Agreement without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 13.3 **Subcontracting:** You are not permitted to subcontract any of your obligations under this Agreement without our prior written consent, which may be withheld in our absolute discretion.
- 13.4 **Counterparts:** This Agreement may be executed in any number of counterparts that together will form one instrument.
- 13.5 **Disputes:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with a senior representative of the other Party to seek (in good faith) to resolve the Dispute. If the Parties

cannot agree how to resolve the Dispute at that initial meeting, either Party may refer the matter to a mediator. If the Parties cannot agree on who the mediator should be, either Party may ask the Law Society of South Australia to appoint a mediator. The mediator will decide the time, place and rules for mediation. The Parties agree to attend the mediation in good faith, to seek to resolve the Dispute. The costs of the mediation will be shared equally between the Parties. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.

- 13.6 **Entire agreement:** This Agreement contains the entire understanding between the Parties relating to the Services, and supersedes all previous discussions, communications, negotiations, understandings, representations, warranties, commitments and agreements, in respect of its subject matter. An Order Form is incorporated into this Agreement and becomes effective on its Start Date. An Order Form is governed by the terms and conditions of this Agreement.
- 13.7 **Force Majeure:** We will not be liable for any delay or failure to perform our obligations under this Agreement if such delay is due to any circumstance beyond our reasonable control.
- 13.8 **Further assurance:** Each Party agrees to promptly do all things and execute all further instruments necessary to give full force and effect to this Agreement and their obligations under it.
- 13.9 **Governing law:** This Agreement is governed by the laws of South Australia, Australia. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in South Australia and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 13.10 **GST:** GST is payable on the Price, and you agree to pay the GST amount at the same time as you pay the Price. All amounts in this Agreement are exclusive of GST, unless otherwise stated. GST has the meaning given to it in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- 13.11 **Notices:** Any notice given under this Agreement must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 13.12 **Privacy:** We agree to comply with the legal requirements of the Australian Privacy Principles as set out in the *Privacy Act 1988* (Cth) and any other applicable legislation or privacy guidelines.
- 13.13 **Publicity:** You agree that we may advertise or publicise the broad nature of the Services we provide to you, including on our website or in our promotional material.
- 13.14 **Relationship of Parties:** This Agreement is not intended to create a partnership, joint venture, employment or agency relationship between the Parties.
- 13.15 **Severance:** If a provision of this Agreement is held to be void, invalid, illegal or unenforceable, that provision is to be read down as narrowly as necessary to allow it to be valid or enforceable, failing which, that provision (or that part of that provision) will be severed from this Agreement without affecting the validity or enforceability of the remainder of that provision or the other provisions in this Agreement.
- 13.16 **Survival:** Clauses 7 (Intellectual Property), 8 (Confidentiality), 11 (Liability) and 12 (Termination) will survive the termination of this Agreement.

14. Interpretation

In this Agreement, unless the context otherwise requires:

- (a) a reference to any legislation or law includes subordinate legislation or law and all amendments, consolidations, replacements or re-enactments from time to time;
- (b) a reference to a natural person includes a body corporate, partnership, joint venture, association, government or statutory body or authority or other legal entity and vice versa;
- (c) no clause will be interpreted to the disadvantage of a Party merely because that Party drafted the clause or would otherwise benefit from it;
- (d) a reference to a party (including a Party) to a document includes that party's executors, administrators, successors, permitted assigns and persons substituted by novation from time to time;
- (e) a reference to a covenant, obligation or agreement of two or more persons binds or benefits them jointly and severally;
- (f) a reference to time is to local time in South Australia, Australia; and
- (g) a reference to \$ or dollars refers to the currency of Australia from time to time.

15. Definitions

In this Agreement, unless the context otherwise requires, capitalised terms have the meanings given to them in the Order Form, and:

Agreement means these terms and conditions and any agreed Order Form issued under it and any documents attached to, or referred to in, each of them.

Authentication Credential means the username and password or other means of authentication which you and your Authorised Users are required to provide in order to be able to access the Learning Manager Content and Platform.

Authorised Users means your employees, contractors or customers and any third parties who are issued with an Authentication Credential from, by or at your direction to access the Learning Manager Content and Platform.

Business Day means a day on which banks are open for general banking business in South Australia, excluding Saturdays, Sundays and public holidays.

Cancellation Policy means the rules governing cancellation and refund as specified in the Order Form.

Confidential Information includes information which:

- (a) is disclosed to the Receiving Party, or prepared or produced, in connection with this Agreement at any time;
- (b) relates to the Disclosing Party's business, assets or affairs; or
- (c) relates to the subject matter of, the terms of and/or any transactions contemplated by this Agreement,

whether or not such information or documentation is reduced to a tangible form or marked in writing as "confidential", and howsoever the Receiving Party receives that information.

Consequential Loss includes any real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.

Disclosing Party means the party disclosing Confidential Information to the Receiving Party.

Improvements means any development, modification, adaptation or improvement of Our Materials or any New Materials made by or on behalf of either Party (or any of their respective Personnel), or in respect of which Intellectual Property Rights are acquired by, either Party during the Term.

Insolvency Event means any of the following events or any analogous event:

- (a) a Party disposes of the whole or any part of the Party's assets, operations or business other than in the ordinary course of business;
- (b) a Party ceases, or threatens to cease, carrying on business;
- (c) a Party is unable to pay the Party's debts as the debts fall due;
- (d) any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Party's assets, operations or business;
- (e) any step is taken for a Party to enter into any arrangement or compromise with, or assignment for the benefit of, a Party's creditors or any class of a Party's creditors; or
- (f) any step is taken to appoint an administrator, receiver, receiver and manager, trustee, provisional liquidator or liquidator of the whole or any part of a Party's assets, operations or business.

Intellectual Property means any domain names; know-how, inventions, processes, trade secrets or Confidential Information; or circuit layouts, software, computer programs, databases or source codes, including any application, or right to apply, for registration of, and any improvements, enhancements or modifications of, the foregoing.

Intellectual Property Rights means, for the duration of the rights in any part of the world, any industrial or intellectual property rights, whether registrable or not, including in respect of Intellectual Property.

Intellectual Property Breach means any breach by you (or any of your Personnel) of any of our Intellectual Property Rights or of any third party rights (including any Intellectual Property Rights of third parties), including, but not limited, to you (or your Personnel):

- (a) copying, altering, enhancing, adapting or modifying any of our Intellectual Property;
- (b) creating derivative works from our Intellectual Property;

- (c) providing or disclosing our Intellectual Property to, or allowing our Intellectual Property to be used by, any third party;
- (d) assigning or transferring any of our Intellectual Property Rights or granting sublicenses of any of our Intellectual Property Rights, except as expressly permitted in this Agreement;
- (e) reverse engineering or decompiling any of our Intellectual Property Rights, except where permitted by Law; or
- (f) using or exploiting our Intellectual Property for purposes other than as expressly stated in this Agreement (including, without limitation, using our Intellectual Property for commercial purposes or on-selling our Intellectual Property to third parties).

Laws means all applicable laws, orders, judgments, rules, regulations, codes, guidelines, policies, protocols, consents, approvals, permits and licences, and any requirements or directions given by any person with the authority to bind the relevant Party in connection with this Agreement or the provision of the Services and the Licence.

Learning Manager Content means the cultural competency course developed by us, and as more particularly described in the Order Form, as updated by us from time to time.

Learning Manager Platform means the platform that is operated by the Platform Operator and used by us to enable you and your Authorised Users to access and use Learning Manager Content.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party or a Party to this Agreement or otherwise.

Licence means the licence granted by us in accordance with clause 2.

Our Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services that we may provide to you under this Agreement, and which may contain material which is owned by or licensed to us or to our Personnel, and is protected by Australian and international laws.

Moral Rights has the meaning given in the *Copyright Act 1968* (Cth), and includes the right of integrity of authorship, the right of attribution of authorship and the right not to have authorship falsely attributed, more particularly as conferred by Part IX the Copyright Act, and rights of a similar nature anywhere in the world whether existing presently or which may in the future come into existence.

New Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property) developed, adapted, modified or created by or on behalf of either Party or their respective Personnel in connection with this Agreement or the provision of the Services (including any deliverables), but excluding Our Materials, the Learning Manager Content and Platform, and Your Materials.

Order Form means the order form that the parties enter into from time to time.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents.

Platform Operator means Catholic Church Insurance Limited ABN 76 000 005 210.

Price means the price set out in the Order Form.

Receiving Party means the party receiving Confidential Information from the Disclosing Party.

Services means all activities, work or services to be performed by us or our Personnel (including the provision of any deliverables) under this Agreement, as further particularised in the Order Form, and includes any other activities, work, services or deliverables not particularised in the Order Form or this Agreement that are otherwise reasonable, necessary or incidental to the proper performance of the Services.

Start Date means the start date of Services as set out in the Order Form.

Term means the period set out in the Order Form.

Your Materials means all work, models, processes, technologies, strategies, materials, information, documentation and services (including Intellectual Property), owned, licenced or developed by or on behalf of you before the Start Date and/or developed by or on behalf of you or your Personnel independently of this Agreement and of Our Materials, and but does not include the Learning Manager Content and Platform.