

PRIVATE & CONFIDENTIAL

INTERNATIONAL INSTITUTE OF DIRECTORS AND MANAGERS (IIDM) LEARNING MODULES LETTER OF ENGAGEMENT - CONTRIBUTING AUTHOR

This letter confirms the terms and conditions with regard to the provision of material for the creation of a IIDM Learning Module (“**services**”).

Target Audience: IIDM procures members from the vast business community which includes current and potential business owners and leaders, advisors and managers.

Aim: Closely aligned with the structure of a training manual, submitted material must build awareness of a business issue or topic, enhance business knowledge and provide a step-by-step guide and/or insight into implementing business solutions. In general, the resultant Learning Module shall inform, educate and help subscribers through the sharing of your knowledge and expertise. Submitted material shall be of a high quality and conform with proper professional standards.

Engagement: You are engaged to provide your services as an independent contractor to IIDM and in accordance with the directions of IIDM. Your signature below acknowledges that you accept such engagement.

Topic: The business-related topic of the Learning Module will be mutually agreed with IIDM, and submitted material must relate to the agreed topic. IIDM requires a synopsis of the Learning Module, ideally 200 words or less. The synopsis must be provided prior to submission of material for the compilation of the Learning Module.

Format: The submitted material should include:

- **Title** - Short, engaging and relevant
- **Introduction** - An introduction to the topic, core focus of the Learning Module and the anticipated outcome upon completion
- **Sub-headings** - Approximately 5 sub-headings, appropriately sectioning the content and moving logically from identification of the issue through to resolution
- **Content** - Additional to text based content, in order to strongly reinforce the learning, the Learning Module shall include diagrams, exercises / worksheets / activities, bullet / numbered lists and/or tables where appropriate.
- **Conclusion**

Upon request, IIDM shall provide the - “Learning Module Template” - to the Contributing Author. This template is strictly applied to all Learning Modules created.

IIDM is authorised to format and edit the submitted material to comply with its design template. IIDM agrees not to alter any text written by you in any substantial way without obtaining your prior approval and in any event not in a way which would prejudice your reputation. Where substantial text changes are required, IIDM shall request submitted material be amended to meet its requirements.

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- Length:** The resultant Learning Module shall be a minimum of 15 pages, a maximum of 25 pages.
- Author Acknowledgment:** IIDM will prominently acknowledge the author of the submitted material. Each Learning Module will include an 'Author Profile' page. The Contributing Author is required to provide the relevant information for this profile, ie.: Author's name, company (if applicable), contact details, a brief statement outlining the Author's area(s) of expertise, photograph of the Author, company logo (if applicable), etc.
- Remuneration:** In lieu of payment of a fee, IIDM provides another avenue for you to market your expertise.
- Copyright:** You warrant that:
- You are the sole author of the submitted material provided to IIDM and have full right and title to copyright in that material;
 - The submitted material is not copied from another author wholly or in part from any other work or material;
 - The use and exercise of copyright in the submitted material by IIDM will not infringe any copyright or similar other intellectual property rights of any person, nor give rise to payment by IIDM of any royalty to any third party or to any liability to pay compensation;
 - The performance of your obligations under this agreement will not cause you to be in breach of any agreement to which you are a party or are subject to.
- You indemnify IIDM against any claim, loss, liability, cost or expense which may be incurred or sustained by IIDM as a result of any breach of the above warranties.
- Licence:** IIDM shall be the sole licensee to use, reproduce and commercially exploit, which includes the right to licence and assign the Learning Module at the discretion of IIDM, provided proper accreditation is given. IIDM will also have the right to modify or adapt the Learning Module for subsequent use provided that any such adaptation or modification does not change the material in any substantive way. The licence is for the term of copyright and throughout the world and no monetary consideration is payable. It relates to all materials supplied prior to or after this date.
- Publication / Use:** IIDM is not obliged to use or continue to use the Learning Module on the web site(s). IIDM has discretion to remove the Learning Module, from the web site(s) without prior notice to the author. You also have the option to request IIDM to remove any material you have provided, and therein revoke the abovementioned licence.
- Reproduction:** You agree that all subscribers to the IIDM web site(s) are only authorised to use this web site(s) and its contents for their personal and/or non-commercial use. This amounts to viewing the web site(s) and printing off individual pages or sections for personal use. Subscribers may not use any part of the Learning Module on the web site(s) to establish, maintain or aid in the establishment or maintenance of their own publications, internet or otherwise.
- Reciprocal Web Site Marketing:** Should you wish an embedded link from the resultant Learning Module to a designated URL on your web site, IIDM requests that you reciprocate by establishing a link from your web site to the IIDM web site (<http://www.iidmglobal.com>). Refer to the document 'Linking Policy'.

Submission: Submitted material (word-processed copy; limited formatting) can be forwarded to the email address - online@ceo.com.au

Images/Graphs: To enable loading onto the web site(s), any images, graphics, diagrams etc must be provided in .jpg or .gif format.

No Prior Representations: This letter contains the entire agreement between us and supersedes all prior agreements and understandings between us.

We look forward to receiving your submitted material for the creation of a Learning Module by IIDM. However, before doing so, we request that you acknowledge your agreement with the contents of this letter by completing and signing the 'IIDM Learning Module - Letter of Engagement Schedule' below and returning it to IIDM.

Please do not hesitate to contact our office if you have any queries or concerns with regards to the above arrangements.

Yours sincerely



KRISTINE CHOMPPF
MARKETING & COMMUNICATIONS MANAGER

IIDM LEARNING MODULE - LETTER OF ENGAGEMENT SCHEDULE

Please print clearly

Date:

Name of authorised signatory:

Position:

Company Name:

Street Address:

Suburb/City:

State/Region:

Postal Code:

Country:

Email address:

Phone number:

I hereby agree with the abovementioned terms and conditions with regard to the provision of submitted material for the creation of a Learning Module by IIDM.

Please sign here