



adaptiVLE Ltd: Bespoke Learning Content & Course Creation Terms & Conditions (Lot 3)

This Agreement is made between:

1. **adaptiVLE Ltd**, Salts Mill, Victoria Road, Saltaire, West Yorkshire BD18 3LA
2. **[Client Name]** ("The Client")

This Agreement sets out the terms and conditions under which adaptiVLE Ltd will provide bespoke digital learning content/course creation services (the "Services") to the Client.

1. Definitions

- **Course Content / Learning Materials:** Digital learning packages, modules, assessments, SCORM or H5P-compliant resources, videos, images, diagrams, interactive activities, and associated assets created by the Provider under this Agreement.
- **SME:** Subject Matter Expert provided by the Client to supply input, scripts, or guidance for course creation.
- **Draft / Final Versions:** Iterative deliverables submitted by the Provider for review and feedback, leading to Client-approved final versions.
- **Change Request:** Any modification requested by the Client outside the originally agreed scope of work.
- **Source Files:** Native editable files created in tools such as Articulate Rise, Storyline, or H5P.

2. Scope of Services

2.1 The Provider shall deliver bespoke digital learning content as agreed in the Service Proposal.

2.2 The Provider can handle full course production or specific elements (e.g., multimedia, assessments, interactivity) as instructed by the Client.

2.3 All learning content shall be compatible with SCORM-compliant LMS platforms, including but not limited to Moodle, Totara, and other SCORM-supporting systems.

2.4 Delivery timelines typically range from 4 to 12 weeks, depending on the scope, complexity, and timely provision of SME input and other required materials by the Client.

2.5 Iterative drafts will be provided for Client review. Feedback will be incorporated at agreed stages, culminating in final sign-off.

2.6 Change Requests outside the agreed scope may incur additional fees, which will be quoted and approved before implementation.



3. Client Responsibilities

3.1 The Client shall provide:

- SME input, scripts, or content specifications.
- Any branding guidelines, logos, or proprietary assets required for course creation.
- Timely review and feedback on draft deliverables.

3.2 The Client warrants that any materials or personal data supplied for inclusion in the course are accurate, lawful, and compliant with data protection legislation.

4. Ownership & Intellectual Property

4.1 The Client shall own all final Course Content, including associated source files.

4.2 The Provider retains ownership of any pre-existing intellectual property used in course development (e.g., templates, authoring software tools, stock assets), licensed to the Client for use within the final deliverables.

4.3 The Client is granted a non-exclusive, perpetual licence to use the final Course Content and source files for any internal training or educational purposes.

5. Delivery, Review & Acceptance

5.1 The Provider will deliver draft versions for review at agreed milestones.

5.2 The Client shall provide written feedback within a reasonable period (typically 5–10 business days).

5.3 Final acceptance occurs upon Client sign-off, after which the deliverables are deemed complete.

5.4 Minor corrections or bug fixes to the delivered content will be provided free of charge for a period of 90 days post-final sign-off, provided the issues fall within the originally agreed scope.

6. Fees & Payment

6.1 Fees for bespoke course creation shall be agreed in advance and outlined in the Service Proposal.

6.2 Payment shall be made in full as per the agreed schedule, typically:

- [e.g., 50% on project commencement, 50% on final sign-off]

6.3 Fees are fixed unless additional Change Requests are approved, in which case supplementary charges may apply.

6.4 Late payment may result in suspension of work until payment is received.



7. Warranties & Disclaimers

7.1 The Provider warrants that the Services will be performed with reasonable skill and care in accordance with professional standards.

7.2 The Provider does not warrant that the Course Content will achieve any specific learning outcomes or be error-free, except as corrected under the 90-day minor corrections period.

7.3 The Provider shall not be liable for indirect, consequential, or third-party losses arising from the use of the Course Content.

8. Data Protection

8.1 Personal data will not be included in the Course Content unless supplied by the Client.

8.2 Where personal data is provided, the Client warrants that it is compliant with GDPR and other applicable data protection legislation.

8.3 The Provider will implement reasonable technical and organisational measures to secure any personal data included in the content.

9. Term & Termination

9.1 This Agreement shall commence on the date of acceptance and continue until final delivery and sign-off of the Course Content.

9.2 Either party may terminate this Agreement by giving one month's written notice.

9.3 The Provider may terminate immediately if the Client fails to meet obligations such as payment or provision of required materials.

9.4 Upon termination, all delivered content to date will be provided to the Client, and any outstanding fees shall become payable immediately.

10. Confidentiality

Both parties shall maintain the confidentiality of any non-public information disclosed during the provision of the Services. Confidential information shall not be shared without prior written consent unless required by law.



11. Force Majeure

Neither party shall be liable for delays or failures caused by events beyond reasonable control, including natural disasters, governmental action, strikes, or internet outages.

12. Governing Law & Dispute Resolution

12.1 This Agreement is governed by the laws of England and Wales.

12.2 Disputes shall first be referred to a mutually agreed mediator.

12.3 If mediation fails, disputes shall be submitted to arbitration under the Arbitration Act 1996, or the exclusive jurisdiction of the courts of England and Wales if arbitration is not used.

13. Acceptance

Accepted by adaptiVLE Ltd: _____

Date: _____

Accepted by [Client Name]: _____

Date: _____

