



44 Filipi Drive, ST Albans Park, VIC 3219
Phone (03) 52 480 568

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www.memed.com.au

MEM RESOURCES

ORDER FORM AND SALES AGREEMENT

Note: MEM unit assessment packages and sample student activity tasks (SSATs) relate to the 22294VIC Course in Initial Adult Literacy and Numeracy and 22293VIC Certificate I in Initial Adult Literacy and Numeracy Victorian State accredited and nationally recognised courses of study.

SECTION ONE: ORDER FORM

I wish to order the following MEM resources to be supplied electronically on memory stick.

ITEM	ITEM	COST
1. MEM CIALN accredited course resources consisting of:		
<ul style="list-style-type: none"> • 13 CIALN Unit Assessment Packages relating to the 22294VIC Course in Initial Adult Each assessment package contains a: <ul style="list-style-type: none"> - unit guide and assessment tools - unit and marking guide - unit record - unit competency mapping document (Please note that two assessment packages have been combined in line with the course rules.) 	<input type="checkbox"/>	\$700
<ul style="list-style-type: none"> • 25 CIALN Unit Assessment Packages relating to 22293VIC Certificate I in Initial Adult Literacy and Numeracy accredited courses of study. Each assessment package contains a: <ul style="list-style-type: none"> - unit guide and assessment tools - unit and marking guide - unit record - unit competency mapping document (Please note that two assessment packages have been combined in line with the course rules.) 	<input type="checkbox"/>	\$1,300
<ul style="list-style-type: none"> • A comprehensive set of 32 CIALN sample student activity tasks (SSATs) which support session plans and program delivery 	<input type="checkbox"/>	\$300
(All docs supplied as Microsoft word docs)		
TOTAL PACKAGE – 2,300 pages approximately		
MEM comprehensive non-accredited Initial Literacy and Numeracy Training Program consisting of:		
<ul style="list-style-type: none"> • Training program curriculum guide 	<input type="checkbox"/>	\$200
<ul style="list-style-type: none"> • 31 unit assessments 	<input type="checkbox"/>	\$100
<ul style="list-style-type: none"> • 31 sample unit student activity tasks (unit assessments converted to activity tasks as assessments and activities are interchangeable.) 	<input type="checkbox"/>	\$100
<ul style="list-style-type: none"> • Student pre-test and course placement tools 	<input type="checkbox"/>	\$50
<ul style="list-style-type: none"> • Student Phonics and Spelling Book 	<input type="checkbox"/>	\$50
<ul style="list-style-type: none"> • Literacy in the Workplace teacher’s guide 	<input type="checkbox"/>	
(All docs supplied as Microsoft word docs)		
TOTAL PACKAGE – 1,500 pages approximately		
TOTAL COST		

Name and contact details of person ordering resource on behalf of organisation

Name:.....

Position:.....

Phone:..... Email:.....

(Please note that the MEM resources, countersigned sales agreement and receipt will be supplied to the buyer once the completed order form & sales agreement and payment have been received. The order form & sales agreement can be scanned and emailed)

EFT payments only

Bank: Bendigo Bank BSB: 633 000 Account number: 146347521 Account name: R W McGlynn

IMPORTANT: After EFT payment has been paid, please be sure to email payment confirmation to: cialn@optusnet.com.au

(Please also complete and return sales agreement on pages 4 and 5)

SECTION TWO: SALES AGREEMENT

DATE OF AGREEMENT

THIS SALES AGREEMENT is made on (enter current date)

between M.E.M. (McGlynn Educational Media) (“ MEM ”) and

(enter name of organisation purchasing the MEM resources)

..... (“ the Buyer “).

SALES AGREEMENT

(Please read the following sales agreement carefully.)

1. Nature of Agreement

- 1.1 The Buyer understands that the MEM resources, specifically the resources related to the Certificates in Initial Adult Literacy and Numeracy (CIALN), have been privately developed and are not formally endorsed by the Victorian Department of Education and Training (DET). However, MEM has made every reasonable effort to ensure the CIALN resources comply with current Government training guidelines for writing assessments and session plans for accredited courses. Samples of these resources have been loaded onto the MEM website so potential buyers can assess the quality of the products before purchasing.
- 1.2 In light of the above, the Buyer agrees not to hold MEM liable any way if the supplied CIALN resources do not meet specific organisational government training audit and compliance requirements.
- 1.3 The Buyer understands that it is the Buyer’s responsibility to ensure that all supplied CIALN resources are audit complaint. To assist the Buyer in this process MEM will supply CIALN resources in a Microsoft Word format so the resources can be readily customised as required.
- 1.4 MEM permits the Buyer may make reasonable adjustments as required to customise the contents of resources purchased for specific training purposes, while maintaining the original integrity of the resources supplied. The Buyer may also rebrand the material purchased with its own company logo and delete the MEM logo. However, the MEM copyright information in the footer of each page of the supplied material must be maintained at all times for copyright purposes.
- 1.5 Subject to this Agreement, MEM grants the Buyer the right to use the MEM resources for an unlimited period.
- 1.6 This right does not include a grant or assignment of the Intellectual Property or any other right by MEM to the Buyer in relation to MEM resources purchased. MEM retains copyright and all other rights and property of the original material supplied.
- 1.7 The Buyer may copy and reproduce the MEM resources purchased for internal organisational use only.
- 1.8 The Buyer must not sell or share MEM resources purchased, in part or full, with any other organisation or individual, not included in this Sales Agreement, and will inform all staff involved in handling and use of the training material, electronic or hard copy, of this condition of sale.
- 1.9 The Buyer must keep the MEM resources secure and must take all reasonable precautions to prevent unauthorised access, copying or conversion by any person.
- 1.91 Each party must preserve, and must ensure that its employees and agents preserve, the confidentiality of all data, information, documents and material disclosed or entrusted to it by the other.

- 1.92 If the Buyer learns of any infringement or threatened infringement of any Intellectual Property right of MEM in relation to the MEM resources purchased, or any common law passing off by reason of any intimation, presentation or assertion in relation to the documents supplied, the Buyer must immediately notify MEM in writing.
- 1.93 This Agreement does not make one party a partner, joint venturer or agent of the other.
- 1.94 The Buyer will pay MEM a one off sum to purchase the MEM resources under the terms of the agreement as listed.
- 1.95 This Agreement is subject to and must be construed in accordance with the laws of the State of Victoria.
- 1.96 This Agreement supersedes any previous arrangement, understanding, promise or agreement and constitutes the entire agreement between the parties.

CONTACT DETAILS OF THE PARTIES

SELLER

M.E.M. (McGlynn Educational Media)
 44 Filipi Drive, ST Albans Park, VIC 3219
P: (03) 52 480 568
E: cialn@optusnet.com.au
W: www.memed.com.au

BUYER

Contact person:

Organisation:

Address:

Phone: **Email:**

EXECUTION

SIGNED by MEM, Ron McGlynn, Director of MEM:.....

in the presence of witness (witness to sign here):

Date :

BUYER

(Insert name of the organisation purchasing non-accredited training program)

Please print name of Buyer, Director of Organisation or representative:.....

SIGNED by the buyer:.....

in the presence of witness (witness to sign here):

Date :