

## Resource Sharing Terms

### Uploading resources to changemakersforchildren.community groups, streams and library (the "Member Sharing Platform")

**[This section should be read in conjunction with the Privacy Notice applicable to the Member Sharing Platform]**

This Member Sharing Platform, operated by Family for Every Child (a charity registered in England and Wales with charity number 1149212 and whose registered office is at 75 King William Street London EC4N 7BE) ("**We**", "**Us**") aims to facilitate knowledge exchange and collaboration, including via the sharing of free resources amongst members of its online community.

### Terms

#### Definitions

**"Your Materials"** means any materials or resources that you have created / in which you own the copyright, and which you have a right to share to the Member Sharing Platform under these Terms;

**"Public Materials"** means any materials or resources that you have not created / in which you do not own the copyright, but which you have a right to share to the Member Sharing Platform under these Terms (for example, due to the materials being in the public domain.)

1. By accepting these terms, you agree that Your Materials and the Public Materials that you upload to the Member Sharing Platform can be made available for use and shared in accordance with these Terms and that Your Materials and the Public Materials satisfy all of the requirements outlined in these Terms.
2. By submitting Your Materials to the Member Sharing Platform, you warrant that:
  - 2.1 you own the copyright in Your Materials as uploaded to the Member Sharing Platform, and you have the full right to copy and transmit Your Materials to the Member Sharing Platform for use in accordance with these terms and, in particular, clause 3 of these Terms; and
  - 2.2 Your Materials do not infringe any third party rights or intellectual property rights, including copyright and trade mark rights.

By submitting the Public Materials to the Member Sharing Platform, you warrant that:

- 2.3 you have the right to use the Public Materials as uploaded to the Member Sharing Platform, and you have the full right to copy and transmit the Public Materials to the Member Sharing Platform for use in accordance with these terms and, in particular, clause 3 of these Terms; and
- 2.4 the Public Materials do not infringe any third party rights or intellectual property rights, including copyright and trade mark rights.

In addition to the other provisions of this clause 2, you warrant that the uploading of Your Materials and / or the Public Materials by you complies with these Terms, and you will be liable to Us and indemnify us for any breach of that warranty. This means you will be responsible for any loss or damage We suffer as a result of your breach of warranty.

3. By submitting:

3.1 Your Materials to the Member Sharing Platform, you agree that Your Materials, once uploaded to the Member Sharing Platform, will be made available to Us, any other members of this Member Sharing Platform and the general public under [Creative Commons Licence Attribution-NonCommercial-NoDerivatives 4.0 International](#);

3.2 The Public Materials to the Member Sharing Platform, you acknowledge that the Public Materials are in the public domain and, once uploaded to the Member Sharing Platform, are available for use by Us, any other members of the Member Sharing Platform and the general public on the same terms as if the Public Materials were subject to the [Creative Commons Licence Attribution-NonCommercial-NoDerivatives 4.0 International](#).

4. In order to facilitate the sharing of:

4.1 Your Materials under the terms of clause 3.1, it is your responsibility to ensure that the following notice is completed and included in a prominent location on Your Materials:

*[NAME OF CREATOR / OWNER OF THE COPYRIGHT] © [YEAR IN WHICH YOUR MATERIALS WERE CREATED] subject to the Public Licence [Creative Commons Licence Attribution-NonCommercial-NoDerivatives 4.0 International](#)*

4.2 The Public Materials under the terms of clause 3.2, you will ensure that you have included any acknowledgement or other information as is necessary to sufficiently credit the author of the original work and/or the owner of the copyright and to allow the sharing and use of the Public Materials.

In the event that Your Materials or the Public Materials do not satisfy the requirements of this clause 4, you shall indemnify Family for Every Child for any loss in accordance with the indemnity at clause 2.

5. The licences and rights granted at clause 3 shall survive termination of these terms for any reason.

6. You agree that We cannot be held responsible for any third party misuse of Your Materials or the Public Materials uploaded by you to the Member Sharing Platform.

7. You will not submit work to the Member Sharing Platform that are or We deem to be: unlawful, defamatory, infringing, obscene, sexually explicit, harmful, fraudulent, confidential, libellous, hateful, discriminatory, threatening or contains otherwise illegal material or information or anything which might constitute a criminal or civil offence or promote violence or which damages, or which We perceive has the potential to damage, the reputation of Family for Every Child.