

Train-the-Trainer Services Agreement Summary

Workshop Topic: _____

Date of Train-the-Trainer Program: _____

Trainer expectations

1. Trainers will only provide training to the **employees of their organization**, as named in this contract.
2. The organization will purchase a resource manual* from CTRI for **each participant** attending workshops facilitated by the trainer.
3. Trainers must facilitate at least one workshop per year to maintain certification.
4. Trainers must renew their certification to teach each workshop topic that they are certified to teach with CTRI annually. Recertification fee is \$150 per trainer/per workshop topic.*
5. At the time of recertification, trainers must provide CTRI the dates of each workshop facilitated and the number of participants in attendance.
6. Trainers shall conduct in-house workshops in a manner consistent with the approach demonstrated in the Train-the-Trainer workshop provided by CTRI.
7. All trainer materials and intellectual property rights (including copyright) are the sole exclusive property of CTRI and may not be copied or reproduced without written permission from CTRI.

**Ongoing fees (resource manuals and recertification fee) subject to change. Fees listed do not include GST.*

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filling out a re-certification form which is provided by CTRI.

4. The Organization will pay on the yearly renewal of this agreement, \$150.00*, plus applicable taxes, for renewal of each certified trainer of the organization for each workshop topic a trainer is certified to deliver, to cover administration costs, ongoing training support and services.

**Fee is subject to change*

5. During the initial Train-the-Trainer program, CTRI will provide the trainer with a training manual, facilitation notes, and a power point presentation (collectively, the “trainer materials”). Subject to the terms and conditions of this agreement, CTRI grants to the organization and the trainer, a non-exclusive, non-transferable, revocable, right and license to use the trainer materials and the participant resource manual (as defined below) for in-house workshops from the date shown on the certificate until the termination or lapse of this agreement. If the trainer materials and/or the participant manual are updated and new versions are provided to the organization and/or the trainer by CTRI during the term of this agreement, the terms and conditions of this agreement shall apply to the new versions. The organization and the trainer shall have no other rights to use, reproduce, translate, copy, transfer, license, modify the manual, enhance, sell, rent, sublicense, create derivative works, or distribute the trainer materials and/or the participant manual.
6. The parties agree that all right, title, and interest in the trainer materials and the participant manual, and all intellectual property rights (including copyright) therein, are the sole exclusive property of CTRI and may not be copied or reproduced.
7. The parties agree that the trainer is not and will not hold themselves out to be an agent, legal representative, partner, joint venturer, or employee of CTRI. The parties agree that this agreement is a contract for services and not a contract of employment.
8. CTRI makes no representations or warranties with respect to the workshop, the trainer materials, the participant manual, the training services, and the in-house workshops and disclaims any and all, express or implied, warranties, representations, and conditions, including without limitation warranties or conditions of merchantability, fitness for any particular purpose, or non-infringement. CTRI shall not be liable to the organization and/or the trainer for any loss or damage suffered by the trainer or the organization arising out of the workshop, the trainer materials, the participant manual, the certificate, the training services, and the in-house workshops, including no liability for any errors, inaccuracies, omissions, or incorrectness of any information contained in the trainer materials and the participant manual, except to the extent caused directly by CTRI’s willful and gross negligence.

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9. This agreement will terminate if the trainer and/or the organization are in breach of this agreement and/or if the trainer is no longer employed by the organization. Such termination will not relieve either party from obligations incurred prior to the date of such termination and will not relieve any party from any of the obligations which survive any termination of this Agreement. Upon the termination of this agreement, the organization and the trainer will immediately cease all use of the trainer materials and the participant manual, and all intellectual property rights therein, and the license herein is automatically terminated.
10. This agreement will ensure to the benefit of and be binding on the parties hereto and their respective heirs, executors, personal and legal representatives, administrators, successors, and permitted assigns. This agreement will not be assigned by the parties without the prior written consent of the other parties. This agreement will be governed by and construed in accordance with the laws of the Province of Manitoba. The parties acknowledge that this agreement constitutes the entire agreement between the parties and supersedes all previous representations or agreements, written or oral, between the parties hereto. The obligations and responsibilities of the parties hereto, whether actual, implied, constructive, or otherwise, shall survive and continue in full force and effect beyond the termination of this agreement for any cause.
11. Any notice required or authorized under this agreement to be given by the parties to the other parties will be in writing and may be delivered in person or by courier or transmitted by facsimile or sent by email and addressed to the addresses described above or such other parties or such other addresses as the parties will notify the other parties in writing. Any notice given will be deemed to be received on the date of delivery by person or by courier or by transmission by facsimile or by email, as the case may be.

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IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first written above.

I understand and agree to the terms of this contract.

Date: _____



Nathan Gerbrandt
Managing Director, CTRI

Name of Organization's Trainer (please print)

Signature of Trainer

Trainer email: _____

Trainer phone: _____