

TRAIN THE TRAINER SERVICES AGREEMENT

THIS AGREEMENT made on March 15, 2019.
Date

BETWEEN:

ACHIEVE Centre for Leadership & Workplace Performance having an office at 120 Sherbrook Street, Winnipeg, Manitoba, R3C 2B4, Attention: Director, Facsimile No. (204) 452-0182 ("ACHIEVE")

- and -

ABC Widget Factory, having an office at 123 4th St, Winnipeg, MB R2M 0T1,
Organization Name *Organization Address*

Attention: Jane Smith, Director of Human Resources
Organization Representative

Facsimile No. 204-555-6666 (the "Organization")
Fax Number

- and -

Henry James, of the City of Regina, in the Province
Organization's Trainer Name
of SK (the "Trainer")

NOW THEREFORE in consideration of the premises and of the mutual covenants and conditions herein contained, the parties covenant and agree as follows:

1. ACHIEVE is engaged by the Organization to provide training services to the Trainer, an employee of the Organization, (the "Training Services") with respect to the workshop titled Train-the-Trainer for De-Escalating Potentially Violent Situations™ (the "Workshop") during a 3 day period from , 20 , to , 20 which is subject to change or cancellation due to low enrolment in which case the Fee (as defined below) will be refunded.
2. Upon the successful completion of the Workshop by the Trainer as determined by ACHIEVE, ACHIEVE will issue a certificate (the "Certificate") to the Trainer certifying that the Trainer is qualified to facilitate workshops on **Conflict Resolution Skills** (the "In-House Workshops") for the employees of the Organization in accordance with the Training Services and the Workshop.
3. During the Training Services, ACHIEVE 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, ACHIEVE grants to the Organization and the Trainer, each of them, a non-exclusive, non-transferable, revocable, right and licence to use the Trainer Materials and the Employee Manual (as defined below) for In-House Workshops in Canada from the date shown on the Certificate until the termination of this Agreement. If the Trainer Materials and/or the Employee Manual are updated and new versions of the Trainer Materials and/or the Employee Manual are provided to the Organization and/or the Trainer by ACHIEVE during the term of this Agreement, the terms and conditions of this Agreement shall apply to the new versions of the Trainer Materials and the Employee Manual. The Organization and the Trainer, each of them, shall have no other rights to use, reproduce, translate, copy, transfer, license, modify, enhance, sell, rent, sublicense, create derivative works or distribute the Trainer Materials and/or the Employee Manual.
4. The Organization will pay on the execution of this Agreement \$1499.00 + GST early rate or \$1699.00 + GST (the "Fee"), plus applicable taxes, to ACHIEVE for the Training Services and the Trainer Materials.

5. The Trainer will not facilitate, offer or market the In-House Workshops or the Workshop for or to any other person or organization other than the In-House Workshops for the employees of the Organization. The Trainer shall conduct the In-House Workshops in a manner consistent with the Training Services provided by ACHIEVE. The Organization shall provide ACHIEVE with the dates that the Trainer will be facilitating the In-House Workshops together with the number of employees attending the In-House Workshops. ACHIEVE will provide to the Organization a participant manual for each employee attending the In-House Workshops (the "Employee Manual") upon receipt of payment from the Organization for such Employee Manuals. In order to be able to facilitate the In-House Workshops in a manner consistent with the Training Services, the Trainer shall provide an Employee Manual to each employee.
6. The parties agree that all right, title and interest in the Trainer Materials and the Employee Manual, and all intellectual property rights (including copyright) therein, are the sole exclusive property of ACHIEVE and may not be copied or reproduced.
7. The Trainer must renew the Certificate with ACHIEVE annually in order to maintain their certification to facilitate the In-House Workshops. In order to renew the Certificate, the Trainer must certify that they facilitated at least one In-House Workshop during the year by signing an acknowledgement, the form of which will be provided by ACHIEVE, and pay a renewal fee as determined by ACHIEVE.
8. The parties agree that the Trainer is not and will not hold themselves out to be and nothing herein will be construed so as to constitute the Trainer as an agent, legal representative, partner, joint venturer or employee of ACHIEVE. The parties agree that this Agreement is a contract for services and not a contract of employment.
9. ACHIEVE makes no representations or warranties with respect to the Workshop, the Trainer Materials, the Employee 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. ACHIEVE shall not be liable to the Organization and/or the Trainer, each of them, for any loss or damage suffered by the Trainer or the Organization arising out of the Workshop, the Trainer Materials, the Employee 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 Employee Manual, except to the extent caused directly by ACHIEVE's wilful and gross negligence.
10. 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 Employee Manual, and all intellectual property rights therein, and the licence herein is automatically terminated.
11. This Agreement will enure 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.

12. 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 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 email, as the case may be.

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

ACHIEVE Centre for Leadership & Workplace Performance

Per: _____
Eric Stutzman
Title: Managing Director, ACHIEVE

ABC Widget Factory
Name of Organization

Per: _____
Signature of Jane Smith
Signature of Organization Representative

Name of organization representative (print): _____
Jane Smith

Title of organization representative (print): _____
Director of Human Resources

Signature of Witness
Signature of Witness

Henry James
Signature of Organization's Trainer