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TRAINER CONTRACT

THIS AGREEMENT made on _____,
(Date)

BETWEEN:

CTRI CRISIS & TRAUMA RESOURCE INSTITUTE INC., a corporation incorporated under the laws of Manitoba, having an office at 710 Westminster Ave, Winnipeg, Manitoba, R3G 1E6,
Attention: Wendy Loewen, Email Address: wendy@achievecentre.com
(“CTRI”)

- and -

_____ of the City of _____, in
the Province/State of _____, living at _____, Email Address: _____
(the “Trainer”)

NOW THEREFORE in consideration of the terms and conditions hereinafter set forth and of the Services to be provided by the Trainer to CTRI pursuant to the terms of this Agreement, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Definitions.** The definitions in Schedule A attached hereto form part of this Agreement.
2. **Services.** The Trainer is engaged by CTRI to provide certain services, as more particularly described in Schedule B attached hereto (the “**Services**”).
3. **Term.** This Agreement shall commence on the date hereof and shall continue in full force and effect unless terminated earlier in accordance with the provisions hereof (the “**Term**”).
4. **Performance of Services.** The Trainer represents and warrants that the Trainer has the necessary competency, expertise, and skills to provide the Services and the Trainer agrees to work diligently and with professional skill, expertise, care, and diligence when providing the Services and shall complete the Services and each specific part thereto in the time frame contemplated in Schedule B, if applicable. The parties hereto acknowledge and agree that the Trainer shall act faithfully, honestly, and diligently in providing the Services.
5. **Laws, Rules, and Regulations.** During the Term of this Agreement, the Trainer shall: (a) adhere strictly to all reasonable instructions, directions, rules, regulations, policies and practices given, made or established from time to time by CTRI; (b) with all applicable laws, regulations, bylaws, and rules of all applicable governmental and regulatory authorities; (c) keep current and valid all registrations and licenses as may be required from time to time by any governmental or other regulatory authorities, and shall notify CTRI promptly of any disqualifications, conditions, suspensions and/or inquiries with respect to any such registrations or licenses; and (d) have no authority or power to bind CTRI under any contractual obligation, and any agreement must be approved and signed by CTRI.
6. **Fees and Payment.** CTRI will pay the Trainer for all of the Services in accordance with Schedule C attached hereto.
7. **Expenses.** The Trainer will be reimbursed for all travelling and other business-related expenses actually and

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properly incurred by the Trainer in connection with the Services, and as more particularly described in Schedule D attached hereto, which may be updated by CTRI from time to time, and CTRI shall provide any such updates to the Trainer. As a condition of eligibility for reimbursement for all such expenses, the Trainer will furnish to CTRI copies of invoices and receipts as and when required by CTRI.

8. **Relationship.** The parties agree that:

This Agreement is a contract for services and not a contract of employment. In providing the Services, the Trainer is not under the control of CTRI and, subject to the provisions of this Agreement, the Trainer may use the Trainer's own discretion as to the manner of providing the Services.

The Trainer is not and will not hold himself/herself 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 CTRI.

It is understood and agreed that, as an independent contractor, the Trainer is not entitled to any payment from CTRI in connection with or arising out of "overtime" or any work by the Trainer on a "general holiday" or any vacation pay under The Employment Standards Code (Manitoba) or under any comparable legislation in any other jurisdiction.

The Trainer will be responsible to pay all applicable government assessments and taxes (e.g., in Canada, this may include Income Tax, Unemployment Insurance premiums, Workers' Compensation contributions, Canada Pension Plan contributions, and GST). If CTRI should ever be required by any governmental authority at any time to pay on the Trainer's behalf any of the said government assessments, the Trainer shall, forthwith upon notice, reimburse CTRI for such payment, together with interest and any penalties applicable to such assessments. For clarity, there shall be no withholding against fees and payment due to the Trainer.

It is understood and agreed that the Trainer is not covered under the liability insurance carried by CTRI.

The Trainer will not be and is not eligible to participate in any employee benefit plans of CTRI.

9. **Limitation.** CTRI will not be liable for any loss or damage suffered by the Trainer in providing the Services except to the extent caused directly by CTRI's willful and gross negligence.

10. **Third Party Intellectual Property.** The Trainer represents and warrants to CTRI that the Services to be provided by the Trainer under this Agreement will not violate any duty that the Trainer owes to any third party and will not infringe the proprietary rights and Intellectual Property of any third party. The Trainer will indemnify and save harmless CTRI (and its directors, officers, employees, agents, representatives, invitees, clients, customers and subcontractors) from any claims arising as a result of any incorrectness in or breach of the representation and warranty in this section.

11. Intellectual Property Ownership and License Grants.

Ownership of Trainer Developments. All right, title and interest in the Trainer Developments and Materials shall be the sole exclusive property of CTRI, and the Trainer shall maintain the Trainer Developments and Materials in confidence, except as otherwise stated in this Agreement.

Assignment of Intellectual Property. The Trainer hereby assigns and transfer and/or shall cause the assignment and transfer over to CTRI of any right, title and interest, worldwide, it may have or may have in the future acquire in and to the Trainer Developments and Materials, without any remuneration. The Trainer agrees, at the request of CTRI, to do or to cause all lawful acts to secure and protect CTRI's rights and interests in the Trainer Developments and Materials, without any compensation, but without expense to the Trainer.

Prior Intellectual Property. CTRI shall retain ownership and any and all of its right, title and interest in its Prior Intellectual Property. This Agreement shall not in any way affect CTRI's right, title or interest in and to its Prior Intellectual Property, and CTRI may and shall be free, at its sole and absolute discretion, to exploit its Prior Intellectual Property, in any field and worldwide, at its cost and expense, without the consent of the Trainer, without restriction, and without obligation to report or account to the Trainer.

Grant of License to Trainer by CTRI. Subject to the terms and conditions of this Agreement, CTRI hereby grants to the Trainer, a worldwide, non-exclusive, non-transferable, revocable, royalty-free right and license to use CTRI's Prior Intellectual Property in the performance of or the carrying out of this Agreement and the Services and strictly for the purposes thereof. This right and license shall, however, not include any rights to sublicense such right and license to any third party. For clarity, CTRI Prior Intellectual Property may not be reproduced without CTRI's prior written consent and shall be treated as Confidential Information of CTRI.

Use of Trainer's Name, Likeness, and Information. Trainer hereby grants to CTRI the right to use Trainer's name, image, likeness, and biographical and professional information in connection with the Trainer Developments, including to advertise and promote the same or any good or service that features or includes the Trainer Developments, in whole or in part, as provided by the Trainer. Trainer irrevocably permits, authorizes, grants, and licenses CTRI the rights to display, publicly perform, exhibit, transmit, broadcast, reproduce, record, photograph, digitize, modify, alter, edit, adapt, create derivative works, utilize sell, rent, license, otherwise use, and permit others to use, Trainer's name, image, likeness, voice, and biographical and professional information, and all materials created by or on behalf of CTRI that incorporate any of the foregoing, including any Intellectual Property relating thereto ("Materials") in perpetuity throughout the universe in any medium or format whatsoever now existing or hereafter created on any platform and for any purpose, including but not limited to, advertising, public relations, publicity, packaging, and promotion of CTRI and its affiliates and their businesses, products, and services, without further consent from or royalty, payment, or other compensation to the Trainer.

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Waiver of Moral Rights. The Trainer waives any rights, including moral rights, which the Trainer may have in the Trainer Developments and Materials. The Trainer agrees to enforce the moral rights as against others as directed by and at the cost of CTRI or its successor in title to the Trainer Developments and Materials. CTRI may, in its sole discretion, without obligation, acknowledge the authorship of the Trainer Developments or Materials by the author's name.

12. **Duty of Confidentiality.** The parties acknowledge and agree that it shall be necessary for each of them to disclose or make available to each other information or documents that may be confidential (whether disclosed in writing, orally or otherwise) (the “**Confidential Information**”). The Confidential Information of each party shall remain the sole property of such party. Both during and after the termination or expiration of this Agreement, each of the parties:

covenants and agrees to keep the Confidential Information of the other party strictly confidential;

shall make no further use of the Confidential Information upon the return of same to the other party;

shall not nor will it assist any other person, directly or indirectly, at any time, to (1) use for itself or others, or divulge to others, the Confidential Information of the other party; nor (2) use, publish or sell for its own purposes or for any purpose, other than to carry out its obligations under this Agreement, the Confidential Information of the other party, which shall be held in strict confidentiality in a fiduciary capacity and solely for the benefit of the other party;

shall take all steps and do all things necessary to preserve the value, confidential nature, and proprietary nature of the Confidential Information of the other party;

shall immediately notify the other party of any use, disclosure, transfer, or transmission of the Confidential Information of the other party or any part thereof which is not in accordance with the terms of this Agreement;

may make the Confidential Information of the other party available to its agents, contractors or employees having a need to know such information solely for the purposes described in this Agreement and only to the extent necessary for such agents, contractors, or employees. Prior to making any such disclosure, each party shall provide to the other party a listing of all persons receiving the Confidential Information and shall cause all such agents, contractors, or employees to execute non-disclosure agreements or other agreements containing substantially similar terms and conditions to those contained in this Agreement;

acknowledges and agrees that, save and except for the purpose of discharging its obligations pursuant to this Agreement and save and except as provided for in this Agreement, it has no right whatsoever to any of the Confidential Information of the other party; and

shall take all reasonable steps to prevent the accidental or intentional disclosure of the Confidential Information of the other party to third parties and shall comply with any reasonable request of the other party with regard to the safeguarding of the Confidential Information.

13. **No Breach of Confidentiality.** Information shall not be considered to be Confidential Information if it: (a) becomes publicly available through no fault of the recipient; (ii) at the time communicated by the disclosing

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party as Confidential Information, was already in the possession of the recipient; (iii) is lawfully received from a third party having the right to disclose the Confidential Information without restriction; or (iv) has been independently developed without access to or use of any Confidential Information.

14. **Required Disclosure.** If the said recipient becomes compelled to disclose any Confidential Information pursuant to law, regulation or a lawful order or process, the said recipient shall provide the other party with prompt notice and shall cooperate with the other party in seeking to obtain any protective order or other arrangement pursuant to which the Confidential Information is preserved. If such an order or arrangement is not obtained, the said recipient shall disclose only that portion of the Confidential Information that it is legally required to disclose. Any such required disclosure shall not, in and of itself, change the status of the disclosed information as Confidential Information under the terms of this Agreement.

15. **Termination.** The parties agree that:

Either party shall have the right to terminate this Agreement, at any time without cost, upon the provision of thirty (30) days' written notice to the other party.

CTRI agrees to pay outstanding amounts owing to the Trainer to the effective date of termination of this Agreement. Any outstanding amounts owing do not include the anticipated earnings or the future earnings of the Trainer. Such termination will not relieve either party from obligations incurred prior to the date of such termination and will not relieve the Trainer from any of the obligations which survive any termination for any reason of this Agreement.

Upon the request of CTRI or upon the expiration or any termination of this Agreement, the Trainer will immediately cease all use of and will forthwith deliver to CTRI, without charge, the Trainer Developments, Materials, Confidential Information, and all Intellectual Property and Prior Intellectual Property belonging to CTRI, including all copies thereof, and the Trainer will certify to CTRI that no additional copies have been retained and have been destroyed. In the event of such expiration or termination, all proprietary rights in aforesaid material shall forthwith automatically pass to CTRI.

The Trainer acknowledges that the Trainer will not be entitled to any payment for loss of business opportunity, disruption, loss of office or other similar matters on any termination of this Agreement.

16. **General.** 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 shall not be assigned by the Trainer without the prior written consent of CTRI. All rights and remedies of each party under this Agreement are cumulative and may be exercised at any time and from time to time, independently or in combination. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of any other provision of this Agreement. The parties acknowledge that this Agreement and any schedules attached hereto constitutes the entire agreement between the parties and supersedes all previous representations or agreements, written or oral, between the parties hereto. All reference to dollar amounts in this Agreement shall be lawful money of Canada. This

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Agreement may not be modified or amended except by written agreement of the parties hereto. This Agreement and any amendment may be executed and delivered by the parties in any number of counter parts, each of which when executed and delivered shall be an original and all of which taken together shall constitute one and the same instrument. A faxed copy or photocopy or a .pdf of this Agreement executed by a party in counterpart or otherwise will constitute a properly executed, delivered and binding agreement or counterpart of the executing party.

17. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the Province of Manitoba and the laws of Canada.
18. **Further Acts.** The parties shall execute and deliver, or cause to be executed and delivered, upon written request, any and all further documents and do all acts and things or cause such acts or things to be performed which may be necessary or desirable to give effect to the terms of this Agreement.
19. **Notice.** Any notice required or authorized under this Agreement to be given by either party to the other party will be in writing and may be delivered in person or by courier, transmitted by facsimile, or email where email is acknowledged as received, or sent by prepared registered mail and addressed to the addresses described above or such other parties or such other addresses as either party will notify the other party 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 as the case may be or on the fifth business day following the date of mailing.
20. **Survival.** All obligations under this Agreement that necessarily extend beyond termination or expiration of this Agreement in order to fully achieve their intended purpose shall survive termination or expiration of this Agreement, including without limiting the generality of the foregoing, all indemnification provisions, intellectual property provisions, ownership provisions, waivers, limitation of liability provisions, disclaimers, confidentiality provisions, obligations, representations, warranties, covenants and ownership provisions.
21. **Non-Solicitation.** The Trainer agrees that during the term of this Agreement and for a period of **one (1) year** after the termination or expiration of this Agreement, the Trainer will not, without the prior written consent of CTRI, directly or indirectly, either as an individual or as a partner, joint venturer, employee, principal, consultant, agent, shareholder, officer, director, or salesperson for any person, firm, association, organization, syndicate, company or corporation, or in any other manner:
 - induce or attempt to induce any client or customer of CTRI to reduce or curtail its business with CTRI or to terminate its relationship with CTRI;
 - solicit or do business with any client or customer of CTRI of which the Trainer first came to know through contract work with CTRI or knowingly assist any person to solicit or do business with any client or customer of CTRI; and/or
 - induce or encourage any employee or consultant of CTRI to leave the employment of or relationship with CTRI, or authorize, approve or encourage any such action by any other person.
22. **Restrictions Reasonable.** The Trainer acknowledges and agrees that:

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without the restrictions set out above, CTRI would not have entered into this Agreement;

the restrictions set out above are reasonable in the circumstances and are necessary to protect the economic position of CTRI; and

the breach of any of the provisions in this section would cause serious and irreparable harm to CTRI which could not adequately be compensated for by damages. In the event of a breach of any such provisions, the Trainer consents to the issuance of an injunction by CTRI to restrain the Trainer from any further breach of any such provisions. The provisions of this subsection are in addition to other remedies CTRI may have against the Trainer in the event of a breach.

[This section intentionally left blank. Signature page follows.]

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

**CTRI CRISIS & TRAUMA RESOURCE
INSTITUTE INC.**



Per: _____

Name: Wendy Loewen

Title: Managing Director, ACHIEVE Centre for
Leadership

Per: _____

Print Name: [_____]

Trainer Contact Information:

Preferred telephone #'s: _____

Preferred email address: _____

Shipping Address: _____

This will be used to ship training materials and needs to accommodate boxes.

Trainer Emergency Contact Information:

Name: _____ Telephone #: _____

Relationship: _____ Email: _____

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SCHEDULE A

DEFINITIONS

In this Agreement, the following terms shall have the meaning indicated:

“Agreement” means this Agreement and the entirety hereof, including the Schedules and the documents expressly incorporated by reference herein, and any additional terms, conditions or future modifications described herein, and “herein”, “hereof”, “hereafter” and similar terms shall refer to the entirety of this Agreement and not to any specific Section hereof unless stated otherwise.

“Confidential Information” shall have the meaning assigned to in **Section 12** of this Agreement.

“Intellectual Property” means any industrial or intellectual property rights, including but not limited to, rights to any inventions, discoveries, processes, prototypes, know-how, ideas, concepts, suggestions, modifications, improvements (*whether or not patentable*), patents, copyrights, trademarks, goodwill, trade secrets, trade dress, industrial designs, look and feel, reports, files, studies, models, manuals, data, formulas, samples, log books, graphs, blueprints, research, research results, data structures, databases, specifications, modules, objects, classes, documentation and media, computer programs, applications and software (*whether in source, object or executable code and any proprietary rights in such programs, applications or software, including documentation, materials or documents related thereto*), source code, analysis, compositions, techniques, compilations, graphics, text files, memoranda, multi-media, notes, user interfaces, design documents, test plans and scripts, websites (*including all of the related web pages, content, software, information, photographs, images, illustrations, audio, video, data, code, graphics, text files, icons, titles, objects, concepts, artwork, animations, text, sounds, musical compositions, audio-visual effects, methods of operation and the look and feel of the content and information*), moral rights, trade names, business names, corporate names, domain names, keywords, developments, procedures, pictures, screen display, audio visual display or presentations, webinars, videos, algorithms, new and useful art, innovations, methods, compounds, products, artistic works including but not limited to drawings, photographs, designs, literary works including but not limited to blogs and articles, and confidential and proprietary information, in whatever form or medium, whether registered or not, and any applications or registrations related thereto, and all such other worldwide rights which may be recognized under law, equity or otherwise, to protect technical or creative contributions or expressions.

“Materials” shall have the meaning assigned to in Section 11(e) of this Agreement.

“Prior Intellectual Property” means all Intellectual Property created, owned, licensed, or controlled by CTRI herein prior to the effective date of this Agreement regardless of when conceived, suggested, developed, created, devised, discovered, invented, made, or originated that are required to be contributed to the Trainer Developments and used for the purposes of this Agreement.

“Services” shall have the meaning assigned to it in Schedule B of this Agreement.

“Term” shall have the meaning assigned to it in Section 3 of this Agreement.

“Trainer Developments” means all the Intellectual Property made, created, conceived, acquired, suggested, discovered, or developed by the Trainer, either solely or jointly with others, whether before or after the execution of this Agreement, in the carrying out or performance of, or incidental to the carrying out or performance of the Services, including all Intellectual Property relating thereto.

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SCHEDULE B

SERVICES

As required and when related to the Trainer's background and education, the Trainer is to facilitate CTRI public and private workshops and consulting services. The trainer may be requested to perform work for other affiliated companies from time to time.

Services Provided by Trainer

For a full description of services and expectations please see the Trainer Handbook

- Delivery of CTRI public and private workshops, consulting services, webinars, video recordings, and/or blog writing as requested by CTRI and agreed upon by the Trainer and CTRI.
- For Trainers whose training base is Winnipeg: Pick up material from CTRI offices and convey to work site.
- For Trainers whose training base is outside of Winnipeg: Receive shipped material (or pick up at printer as may be required in exceptional circumstances) and convey to work site.
- Present material at a high standard in keeping with other CTRI trainers.
- Participate in the workshop or view the video of the workshop being delivered (available on the Trainer website) prior to delivering the workshop.
- Physically return or mail extra material, registration list, evaluations, and equipment within 2 days after returning to home location. For Trainers based outside of Manitoba - scan participant list within 24 hours and email to the public workshop coordinator prior to mailing.
- Provide their own presentation equipment (laptop, projector and speakers suitable for playing audio to a group up to 50 people). Trainers shall also provide their own technology support.

Please see the Trainer Handbook

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SCHEDULE C

FEES, PAYMENT & EXPENSES

See the most recent Trainer Handbook for a full listing of Fees, Payment & Expenses

