### TRAIN THE TRAINER AGREEMENT

THIS AGREEMENT is made this       day of       2012

**BETWEEN:**

Adelaide Research & Innovation Pty Ltd as trustee of the Adelaide Research & Innovation Investment Trust *ABN 80 098 579 684 (“ARI”)* of Level 7, 115 Grenfell Street ADELAIDE SA 5000;

And

[name of Collaborating Centre] (“Collaborating Centre”) of [insert address of entity];

and

The person whose name and address is set out in item 2 of schedule 1 (“the Trainer”).

**BACKGROUND**

1. ARI is the wholly owned commercial development company of the University of Adelaide (“the University”) and is authorised to contract the services of the University’s researchers and associated businesses.
2. The Joanna Briggs Institute (“JBI”) is a unit of the University and its purpose is to research and publish information regarding the systematic review of health care practices.
3. The Collaborating/Affiliate Centre wishes to have the Trainer deliver the JBI Comprehensive Systematic Review Training Program (CSRTP) as specified in Schedule 2. (“the Training”)
4. The parties have agreed that the Collaborating Centre and the Trainer will collaborate with JBI, through ARI, to deliver the Training in accordance with the terms and conditions of this Agreement.

**THE PARTIES AGREE AS FOLLOWS**

**1. Preliminary**

1.1 In this agreement, the following words have the meanings assigned to them as follows:

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| --- | --- |
| Collaborating/Affiliate Centre | a centre representing an institution that has an entered into an agreement with ARI to collaborate with JBI, through ARI, for the purpose of research and publishing of systematic reviews of health care practices, and as further specified at Item 1 of Schedule 1. |
| Course/program | courses/programs the trainer is licensed to deliver as detailed in Schedule 2 of this agreement |
| Confidential Information | means all information held by a Party, in any forms or media, including, without limitation, trade secrets, know-how, information, research protocols and methodology, processes, techniques, software, computer records, designs, plans, drawings and models, but does not include:  (a) information which is publicly available at the date of this Agreement;  (b) information which subsequently becomes publicly available, other than as a result of breach of this Agreement by the recipient or disclosure by any other person contrary to this Agreement.  (c) information which is already known to the recipient at the date of this Agreement; or  (d) information which the recipient has acquired or come to know after the date of this Agreement:  (i) independently of the disclosing Party or any agent or employee of the disclosing Party;  and  (ii) otherwise than pursuant to this Agreement. |
| Executive Director | the executive director of JBI |
| Intellectual Property Rights | means patents, trademarks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above. |
| Start date | the date specified at Item 3 of Schedule 1 |
| Term | the term of this Agreement set out in Item 5 and includes any extension under clause 2.2 |
| Trainer | A person employed by the Collaborating Centre, who having completed the prescribed JBI train-the-trainer program, is licensed by JBI, through ARI, to deliver the Training on behalf of JBI and as further named at Item 2 of Schedule 1. |
| Training Activities | As detailed in Schedule 3 of this Agreement |

1.2 In this Agreement, unless the context otherwise requires:

a) the singular includes the plural and conversely;

b) words importing gender will include all genders;

c) the expression ‘person’ will include individuals, corporations, partnerships, joint ventures, associations, trusts, agencies or other bodies; and

(d) where a word or phrase is given a defined meaning in this Agreement, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning.

**2. Term**

2.1 This Agreement commences on the Start Date and, unless terminated earlier in accordance with clause 8, operates for the Term.

2.2 The Term may be extended for any period as agreed between the Parties in writing.

**3. Confidential Information**

3.1 Each Party will retain all right, title and interest in and to its Confidential Information and shall disclose to the other Party such of its Confidential Information as it considers necessary for the purpose of the Collaboration.

3.2 A Party shall notify the other Party of any restrictions or limitations on use of the Confidential Information of which it is aware. Where such notification has been made, the other Party may only use the Confidential Information in accordance with those restrictions or limitations.

3.3 The recipient of any Confidential Information agrees to keep the Confidential Information secret and confidential at all times and must not, without the prior written approval of the disclosing Party, use, disclose, divulge or deal with any Confidential Information, nor cause, permit or allow any act, matter or thing to be done, omitted or occur whereby any Confidential Information may become known or be used by, or be disclosed or communicated to, any other person, except strictly in accordance with the terms of this Agreement.

**4. Obligations of the Collaborating Centre and the Trainer**

4.1 The Collaborating Centre must be liable for all costs in connection with the delivery of the Training.

4.2 The Trainer must:

(a) establish a training schedule within a month after the Start Date;

(b) deliver only the Training as specified in Schedule 2;

(c) deliver the Training according to the activities detailed in Schedule 3;

(e) per annum, attend at least one teleconference meeting with other trainers engaged by ARI, on behalf of JBI; and

(f) meet the commitments required in Schedules 2 and 3;

4.3 The Collaborating Centre will provide ARI, on behalf of JBI, with information in relation to the Training delivered by the Trainer including details of attendees, how the courses/programs were conducted, the methods used and the results.

**5. Obligations of ARI**

5.1 ARI, through JBI, will provide the Trainer with training materials to enable the Trainer to deliver JBI programs/ courses as set out in Schedule 2 (“JBI Training Materials”).

**6. Intellectual Property**

6.1 Each party retains ownership to Intellectual Property Rights it has created prior to the Start Date or independently of this Agreement and which it has made available for the performance of this Agreement.

6.2 ARI grants the Collaborating Centre a revocable, non-exclusive licence solely for the Trainer to use the copyright in the JBI Training Materials as specified at Schedules 2 and 3, for the sole purpose of the participants attending the Training session and for those participants’ subsequent learning purposes, but not for use in tertiary, higher education, post graduate, fee paying or award courses. The Collaborating Centre and the Trainer may only use, photocopy or distribute the JBI Training Materials for the purpose of providing the JBI Training Materials to the attending participants. The Collaborating Centre and the Trainer will respect the moral rights of the authors in the JBI Training Materials.

6.3 In the event that the Collaborating Centre or the Trainer wish to incorporate the JBI Training Materials in the programs they deliver for the purpose of tertiary, higher education, post graduate, fee paying or award courses, the Collaborating Centre will enter into good faith negotiations with ARI to obtain a licence to the JBI Training Materials.

6.4 The Trainer and the Collaborating Centre grant ARI, on behalf of JBI, a perpetual, non-exclusive licence to use, copy and publish information provided under clause 4.3.

6.5 Each Party will, in any publication containing information provided by the other Party, acknowledge the authorship of that information.

**7. Payment**

7.1 The Collaborating Centre will pay ARI, on behalf of JBI, a royalty fee as set out in Schedule 4 (“Royalty Fee”).

7.2 The Collaborating Centre may set and receive fees additional to the Royalty Fee from the participants attending the Training they deliver, and retain the additional revenue generated.

7.3 The Collaborating Centre must keep and maintain proper accounting records of all the Training including revenue generated and if requested by ARI, at any time during or for 7 years after the Term, the Trainer will provide copies of such records to ARI’s employees or advisers.

**8. Publicity and promotion**

8.1 The Collaborating Centre and the Trainer will use reasonable endeavours to promote JBI within their spheres of influence, including, without limitation, the promotion of membership of JBI.

8.2 ARI grants the Collaborating Centre and the Trainer a non-exclusive, revocable, royalty-free licence, for the Term of this Agreement, to use the Intellectual Property Rights in the JBI™ name and logo for the sole purpose of promoting the Training and JBI.

8.3 ARI will provide the Trainer with sufficient quantities of its promotional material to enable the Trainer to promote JBI.

8.4 In the event that ARI considers that the JBI logo has been used outside the restrictions of clause 6.2, ARI will terminate this licence with immediate effect, by giving written notice to the Trainer and the Collaborating Centre.

8.5 The Trainer and the Collaborating Centre will be solely responsible for and will ensure that all communications conducted by it, in connection with this Agreement and particularly JBI, will not contain information that is inaccurate or incomplete, false, misleading or deceptive.

8.6 In the event that ARI considers that the Trainer or the Collaborating Centre has breached this clause 8, ARI may terminate the Agreement pursuant to clause 10.2.

**9. Liability**

The Collaborating Centre will indemnify ARI from and against any loss (including reasonable legal costs and expenses) or liability (but specifically excluding any loss of profit and indirect or consequential loss damage or injury) reasonably incurred or suffered by ARI arising from any claims, demands, actions or proceedings by a third party against the Collaborating Centre arising out of a breach of the terms of this Agreement or the negligent act or omission of the Collaborating Centre or its officers, employees and agents or the Trainer, provided that such indemnity will be reduced proportionately to the extent that any negligent act or omission or breach of the terms of this Agreement of ARI or its officers, employees and agents contributed to the relevant loss or liability.

**10. Termination**

10.1 Either Party may terminate this Agreement by not less than 3 months written notice to the other Party.

10.2 If the Trainer breaches this Agreement and ARI considers that the breach cannot be remedied, then ARI will terminate this Agreement immediately.

10.3 This Agreement will terminate immediately, if the Trainer leaves the Collaborating Centre’s employment.

10.4 The consequences of the expiry or termination of this Agreement are:

(a) the immediate termination of the licence for the Collaborating Centre and Trainer to use the JBI Training Materials;

(b) the immediate withdrawal of the JBI Training Materials and their immediate return to ARI; and

(c) the immediate withdrawal of all JBI promotional material;

10.5 All rights and obligations under Clauses 3, 6, 9, 10.5, 11 and 16 will survive termination of this Agreement to the extent necessary to give effect to the rights provided therein.

**11. Dispute Resolution**

11.1 Any dispute controversy or claim arising out of or relating to this Agreement or the breach termination or invalidity thereof shall in the first instance be referred to the following representatives of the Parties for them to endeavour to resolve amongst themselves:

ARI: Managing Director or his representative

Trainer: Managing Director or equivalent of the Collaborating Centre

11.2 In the event that the dispute controversy or claim is not resolved within 30 days from the date of referral of the dispute to the designated persons referred to in clause 11.1 (or within such further period as those representatives may agree is appropriate) the dispute controversy or claim shall be referred to conciliation administered by the Australian Commercial Disputes Centre Limited conducted at Adelaide and held in accordance with the Conciliation Rules of the Centre in force at the date of this Agreement.

**12. Severability**

Should any provision of this Agreement be held by a court to be invalid, unenforceable or illegal for any reason, such provision shall be deemed severed from the Agreement and the validity and enforceability of the remaining provisions shall not be thereby affected.

**13. Entire Agreement**

This Agreement constitutes the entire agreement between the Parties and supersedes all prior representations, agreements, statements and understandings, whether oral or in writing.

**14. Assignment**

This Agreement is personal to the Parties and no Party may assign its benefits or obligations under this Agreement unless mutually agreed.

**15. General**

15.1 The Trainer must not transfer or encumber its interest in, or subcontract its obligations under this Agreement without ARI’s written consent.

15.2 The relationship between the parties is that of independent contractors and not partners, joint venturers or principal and agent.

15.3 Nothing in this Agreement prevents ARI from entering into any future arrangements with any third Party in relation to any matter similar to or in competition with the subject matter of this Agreement.

15.4 The parties intend to sign and deliver this Agreement by electronic or facsimile transmission. Each party agrees that the delivery of the Agreement by electronic or facsimile transmission shall have the same force and effect as delivery of original signatures and that each party may use such electronic or facsimile signatures as evidence of the execution and delivery of the Agreement by all parties to the same extent that an original signature could be used.

**16. Governing Law**

This Agreement will be governed by the laws of the State of South Australia and all applicable laws of the Commonwealth of Australia. The Parties submit to the jurisdiction of the courts of South Australia.

**EXECUTED as an Agreement**

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| SIGNED for and on behalf of Adelaide Research & Innovation Pty Ltd by an officer duly authorised to sign on its behalf  in the presence of:  ................................................................... Witness Name:       Position: | )  )  )  )  )  ) | ................................................................... Name:       Position: |
| SIGNED for and on behalf of [insert name of Collaborating Centre by an officer duly authorised to sign on its behalf  in the presence of:  ................................................................... Witness Name:       Position:  SIGNED for and on behalf of the TRAINER in the presence of:  ..................................................................  Witness Name:  Position: | )  )  )  )  )  )  )  ) | ..................................................................  Name:  Position:    ...................................................................  Trainer Name:  Position: |
|  |  |  |

SCHEDULE 1

Item 1 Name of Collaborating Centre

Item 2: Name and Address of Trainer

*(Insert name and address of Trainer)*

Item 3 Start Date

Item 4 Completion Date

*(Insert completion date of this agreement – in most cases this will be 2 years, unless otherwise agreed)*

Item 5 Term

*(Insert term of the agreement, being the duration from the Start Date (Item 3) to the Completion Date (Item 4)***SCHEDULE 2**

**Item 1: Courses/programs the Trainer is licensed to deliver**

*INSERT NAME(S) OF COURSE/PROGRAM (E.G. Comprehensive Systematic Review Training Program; Clinical Fellowship Program)*

**SCHEDULE 3**

**Item 1: Training Activities**

As outlined in the Train the Trainer Handbook

**SCHEDULE 4**

**Item 1: Royalty Fees**

*INSERT NAME(S) OF COURSE/*

*PROGRAM AND ROYALTY*

*FEE PAYABLE (e.g. .*

*Comprehensive Systematic*

*Review Training Program*

*Module 1 AUD$50;*

*Module 2 AUD$50 etc;*

*Clinical Fellowship Program AUD $400)*