**TRAINER AGREEMENT**

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_, 20\_\_, between the Arizona Adverse Childhood Experiences Consortium (the “ACEs Consortium”) and the undersigned (“Trainee”). Subject to the terms and conditions of this Agreement, the ACEs Consortium hereby agrees to train Trainee to become an ACEs Consortium Trainer through its Training of the Trainer Program (“TOT Program”), and Trainee hereby accepts and agrees to participate in such training.

1. **Training**.
   1. Trainee agrees to participate in the TOT Program. The ACEs Consortium will provide materials to the Trainee including but not limited to a PowerPoint Slide Deck, and other material and resources determined by the parties (the “Training Materials”).
   2. Upon completion of the TOT Program, Trainee may provide ACEs Trainings to others. Such programs will include or conform with the terms set forth on Exhibit A. Notwithstanding the foregoing, the Trainee may not “train” any “trainers” or issue any certification for the TOT Program.
   3. The initial audience for Trainee’s ACEs Trainings shall be set forth on Exhibit B and incorporated herein by this reference.
   4. The Trainee may offer ACEs Trainings to third parties using the Training Materials, however, Trainee must offer the program in their individual name and not through the ACEs Consortium. In all such offerings, the Trainee shall retain AZ ACEs Consortium’s name on all of the Training Materials.
   5. When providing the trainings to any third parties, Trainee shall be liable for all claims by such third parties and shall, at their own expense, indemnify, defend and hold the ACEs Consortium, and its directors, officers, employees, agents harmless from and against any and all liabilities, losses, damages, costs and expenses (including reasonable attorney’s fees) incurred in connection with any claim that is made by such third parties. Trainee shall promptly notify the ACEs Consortium in writing of any third party claim, and the ACEs Consortium shall have the right to individually or collectively defend the claim. Trainee may not enter into a settlement agreement without the written consent of the ACEs Consortium.
2. **Training Materials**.
   1. During the term of this Agreement, the ACEs Consortium hereby grants Trainee a limited non-exclusive license and right to use and present the Training Materials supplied by the ACEs Consortium for the sole purpose of providing ACEs Trainings. Trainee may not change, alter, revise, add to, subtract from the Training Materials except for adding handouts (as identified by the ACEs Consortium). Any additional videos that the trainee would like to include must be approved by the ACEs Consortium.
   2. All rights to the Training Materials, and any portions thereof, including but not limited to copyrights belong exclusively to the ACEs Consortium and nothing in this Agreement shall be construed to transfer any such rights.
3. **Term and Termination**.
   1. The term of this Agreement shall be effective as the date last dated below and shall extend for a period of two (2) years thereafter. This Agreement may be renewed by Trainee’s participation in a booster Training Program offered by the ACEs Consortium.
   2. Notwithstanding the foregoing, either party may terminate this Agreement without reason or cause by providing the other party with thirty (30) days prior written notice. AZ ACE may immediately terminate this Agreement if the Trainee violates any of the terms of this Agreement or fails to provide the program, consistent with the training and Training Materials.
   3. Upon termination of this Agreement, Trainee will immediate cease use of the Training Materials.
4. **Confidentiality**. The Trainee acknowledges that during the engagement they will have access to and become acquainted with various trade secrets, innovations, processes, information, records and methods of counseling intervention developed and owned by the ACEs Consortium and/or used by the ACEs Consortium in connection with the operation of its business. The Trainee agrees that they shall not disclose any of the aforesaid, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required by law.
5. **Independent Contractor**. The ACEs Consortium’s relationship with Trainee is that of an Independent Contractor, and nothing in this Agreement is intended, or should be construed, to create a partnership, joint venture or employment relationship. Neither party is authorized to make any representation, contract or commitment on behalf of the other unless specifically authorized in writing to do so.
6. **Governing Law**. The laws of the State of Arizona shall govern this Agreement, without giving effect to any conflicts of law principles that would result in the application of the laws of a different jurisdiction. Unless waived by the ACEs Consortium, the exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the courts located in the State of Arizona in Maricopa County and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such action.
7. **Notices**. Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i) by personal delivery when delivered personally; (ii) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgment of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt.
8. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.
9. **Assignment**. Neither party may assign any of their rights under this Agreement, or delegate the performance of any of their duties hereunder.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the date last written below.

**The ACEs Consortium: TRAINEE:**

Arizona Adverse Childhood Experiences Consortium

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**EXHIBIT A**

Trainee agrees that:

* I am an ACEs Consortium member (paid or non-paid).
* I will provide a minimum of 4 ACEs Training during the term of this Agreement (2 trainings per year).

A training programs must:

* + Include all of the ‘essential core slides’ as indicated and required by the ACEs Consortium
  + Have at least 3 participants for the duration of the training

A training can be provided at a conference, staff meeting, community meeting, training day, etc.

* I will ensure the completion and collection of the ACEs Consortium’s pre-post evaluations - provided through the Training Program.
* I will collect a sign-in sheet for each training conducted – template is provided.
* I will utilize the ACEs Consortium’s Training Certificate template provided, and offer training certificates to training participants.
* I will be responsive to any follow up questions that might come up after training (as needed). If larger questions or concerns are raised trainers must send those questions to the ACEs Consortium’s workgroup lead (training@azaces.org)
* I agree to be listed as a trainer on the ACEs Consortium website and respond within 72 hours to a request for training. If unable to provide the training, redirect to the consortium website for other trainers.
* I will submit details on trainings conducted back to the ACEs Consortium.
* I agree to provide training to diverse audiences over the length of the Agreement. I understand the expectation that I must be culturally competent and able to meet the needs of the audience attending my training. I further understand that I may specify the types of audiences and geographical locations that I am competent and able to train on (see Exhibit B).
* I agree to be thoughtful about my ability and level of expertise to provide high quality training that meets the needs of the requesting individual or organization. If I am not able to fulfill the request, I agree to refer the requestor to another qualified ACEs Consortium trainer or back to the ACEs Consortium for a recommendation.

**EXHIBIT B**

Name as you would like it listed on the ACEs Consortium website:

Trainings:

□ Please include the parts of the state you are able to train (this will be listed on the ACEs Consortium website):

□ Please include the types of audiences/organizations that you are able to train (this will be listed on the ACE Consortium website):

□ I can only train employees of this organization(s):