

AUTHORIZED RIRO/BBT TRAINER AGREEMENT

THIS AGREEMENT is dated the day of , 2021

BETWEEN:

THE CORPORATION OF THE COUNTY OF WELLINGTON

(hereinafter referred to as the “County”)

OF THE FIRST PART,

- and -

(INSERT NAME OF AUTHORIZED TRAINER)

(hereinafter referred to as the “Trainer”)

OF THE SECOND PART

WHEREAS RIRO is a resiliency skills training programme that has been utilized to help to build resilience in adults and children since 2002. RIRO includes evidence-based resiliency skills training programs as well as other evidence-informed resiliency promotional workshops and resources. RIRO’s evidence base comes from its pilot research with Early Childhood Educators and further evaluation of the training materials with allied professionals working with *children under eight years*.

AND WHEREAS the County is the owner of the Reaching IN...Reaching OUT (“RIRO”) and Bounce Back & Thrive (“BBT”) resiliency skills training programmes for adults and children and all affiliated Resiliency Promotional Workshops and owns all right, title and interest in and to RIRO/BBT and the RIRO/BBT Training Documents.

AND WHEREAS the County determines the scope of practice for RIRO & BBT Trainers and the requirements and restrictions of using all RIRO/BBT Skills Training and Resiliency Promotional Workshop training and programme materials and resources, as may be amended by the County from time to time at its sole discretion (“the RIRO/BBT Training Documents”).

AND WHEREAS the County wishes to permit all authorized RIRO/BBT Trainers (the “Trainer”) to utilize RIRO/BBT Training Documents pursuant to the terms set out in this Agreement and all RIRO/BBT Training Documents will be utilized in accordance with the terms of this Agreement (the “Agreement”).

Now therefore, in consideration of the mutual covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Licenses

1. The County hereby grants to the Trainer a non-exclusive, non-transferrable, revocable license right, without a right of sublicense, to utilize RIRO/BBT Training Documents provided by the County to the Trainer solely for non-commercial and revenue-free purposes that are set out in this Agreement during the Term.

Term of this Agreement

2. This Agreement will be in effect as of the Effective Date and for a one (1) year term and renew automatically each year for one year at a time, unless terminated in accordance with the terms herein.

Responsibilities of RIRO/BBT Trainers

3. The RIRO/BBT Training Documents may solely be used in accordance with the terms of this Agreement.
4. In order to protect the fidelity of RIRO & BBT, it is important that a Trainer, irrespective of their location, delivers all RIRO/BBT Skills Training and Resiliency Promotional Workshops in accordance with the RIRO/BBT Training Documents. The Trainer may, and are encouraged to use his/her own words and examples in order to make the scripted materials relevant to the participants in his/her training group
5. Use of RIRO/BBT Training Documents is for the sole purpose of **live** presentation of the authorized scripted sessions. Any adaptation of these materials, presentation in an alternative format or use for purposes other than those intended must be done in consultation with, and receive prior written approval from the County.
6. Presentation of RIRO/BBT Training Documents is solely for non-commercial, educational purposes of service providers, parents and community members participating in the RIRO/BBT programmes. To meet the conditions spelled out in informed consents, the documentary video materials must not be aired on public television or any other platforms. Transmission or electronic posting of RIRO/BBT documentary videos is the sole right of the County.
7. The Trainer is responsible for the proper use of RIRO/BBT Training Documents and are not permitted to loan RIRO/BBT Training Documents to others or make copies except for their own use.

8. The Trainer must notify the County in advance of any training sessions he/she wishes to offer in his/her community. A Training Plan and Cost Recovery Budget (if applicable) must be submitted a minimum of 6 weeks in advance of the training dates to the County for approval.
9. The RIRO/BBT Training Documents shall not be used for any commercial purposes or otherwise in any manner that would generate revenue of any nature for any organization. The RIRO/BBT Resiliency Skills Training Programme is meant to be offered whenever possible at “no/low cost” to participants. If this is not feasible, the training may be offered on a “cost recovery” basis through a non-profit organization or group. Cost recovery may include staff costs, materials, administration, travel, etc. associated with offering the RIRO/BBT programme. Any Trainer who wishes to offer a RIRO/BBT training programme on a cost-recovery basis must submit a Cost Recovery Budget with their Training Plan to the County for approval.
10. The Trainer agrees to participate in ongoing evaluation of the RIRO/BBT programme for purposes of quality control and maintenance of the evidence base. Participant Information forms and Evaluation forms are provided to Trainers for this purpose. Trainers are required to submit all completed forms for the RIRO/BBT programme to the County.
11. In the event that a Trainer receives a “low training evaluation” (average sub 5), the Trainer will agree to additional coaching from the County’s Resiliency Lead Trainer. In the event that Trainer expectations are not met, this Agreement will be terminated forthwith.
12. All Trainers shall comply with the Certification Process set out in **Annex 1** and such amendments thereto from time to time.
13. In order to protect the fidelity of the model and to ensure quality maintenance, the following items remain the exclusive function of the County:
 - RIRO/BBT curriculum development;
 - RIRO/BBT programme evaluation;
 - RIRO/BBT trainer oversight; and
 - Leading RIRO/BBT Trainer Intensive programmes

Intellectual Property

14. Except for the license granted in accordance with Section 2, the County shall retain ownership and all other rights in RIRO/BBT and the RIRO/BBT Training Documents (collectively the foregoing being the “County IP”). Nothing in this Agreement shall be deemed to convey to the Trainer or any other person or entity, any ownership right in or to the County IP. For the purposes of this Agreement, “Intellectual Property” means any patent, copyright, moral rights, trade secret, trademark, domain name, industrial design, integrated circuit topography, invention, design, work, technology, performance, moral

right, personality right, and any other intellectual property and legislative provision or common or civil law principle regarding intellectual property, whether registered or unregistered, and includes any application and registration, and goodwill relating to any of the foregoing.

Termination

15. The County may terminate this Agreement if: (i) the Trainer materially breaches this Agreement and fails to cure such breach in all material respects within seven (7) days after being given written notice of the breach by the County; or (ii) upon providing fifteen (15) days prior written notice to the Trainer.
16. Upon termination the Trainer shall promptly deliver to the County, all of the RIRO/BBT Training Documents in his or her possession or under its control, or on request, destroy such materials and certify that it has done so.

Indemnification

17. The Trainer agrees to defend, indemnify and hold the County, its directors, officers, employees, agents, contractors and affiliates, harmless from any loss, damage or liability, including all reasonable legal costs, that the County may incur as a result of or in connection with any claim relating to or resulting from: (a) the use of the RIRO/BBT Training Documents by the Trainer; and (b) any breach by any Trainer of the terms of this Agreement.
18. The relationship between the Parties will at all times be one of independent contractor and nothing herein shall be construed as implying an employment, partnership, or joint venture relationship. The Trainer is not an employee of the County and is not entitled to any benefits that the County may provide to its employees. Nothing herein shall be construed as empowering either Party to act as a representative or agent of the other Party. Neither Party shall have the authority to enter into any contract, nor to assume any liability, on behalf of the other Party, nor to bind or commit the other Party in any manner, except as expressly provided herein.

Notices

19. Any notice, direction or other instrument required or permitted to be given by either party under this Agreement shall be in writing and shall be sufficiently given if delivered personally, sent by prepaid first class mail or transmitted by telecopier or other form of electronic communication during the transmission of which no indication of failure of receipt is communicated to the sender:
 - (a) in the case of a notice to the Trainer at:
 - (b) in the case of a notice to the County at: 74 Woolwich Street

Guelph ON N1H 3W6

Any such notice, direction or other instrument, if delivered personally, shall be deemed to have been given and received on the date on which it was received at such address, or, if sent by mail, shall be deemed to have been given and received on the date which is five days after which it was mailed, provided that if either such day is not a Business Day, then the notice shall be deemed to have been given and received on the Business Day next following such day. Any notice transmitted by tele copier or other form of electronic communication shall be deemed to have been given and received on the date of its transmission provided that if such day is not a Business Day or if it is received after the end of normal business hours on the date of its transmission at the place of receipt, then it shall be deemed to have been given and received at the opening of business in the office of the recipient on the first Business Day next following the transmission thereof. If normal mail service, tele copier or other form of electronic communication is interrupted by strike, slowdown, *force majeure* or other cause, a notice, direction or other instrument sent by the impaired means of communication will not be deemed to be received until actually received, and the party sending the notice shall utilize any other such service which has not been so interrupted to deliver such notice.

General

Expenses

20. All costs and expenses (including, without limitation, the fees and disbursements of legal counsel) incurred in connection with this Agreement and the transaction contemplated under this Agreement shall be paid by the Party incurring such expenses.

Time

21. Time shall be of the essence of this Agreement.

Assignments/Successors and Assigns

22. Neither this Agreement nor any rights or obligations under this Agreement shall be assignable by either Party without the prior written consent of the other Party. Subject to that condition, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective heirs, executors, administrators, successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

Entire Agreement

23. This Agreement and the documents required to be delivered hereunder, constitute the entire agreement between the Parties relating to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no representations, warranties, conditions, covenants or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in

connection with the subject matter of this Agreement, except as specifically set forth herein and therein.

Amendment and Waiver

24. This Agreement may only be amended by written agreement signed by each Party hereto. Any waiver of any provision of this Agreement will be effective only if it is in writing and signed by the Party to be bound thereby, and only in the specific instance and for the specific purpose for which it has been given. No failure on the part of any Party to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any further or other exercise of such right.

Severability

25. If any provision of this Agreement is determined to be invalid, illegal or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement, and the remaining provisions will remain in full force and effect.

Governing Law and Attornment

26. This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each Party irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario with respect to any matter arising under or relating to this Agreement.

Counterparts and Electronic Execution

27. This Agreement may be executed in any number of counterparts each of which will be deemed to be an original, and all of which taken together will be deemed to constitute one and the same instrument. This Agreement may be executed and delivered by electronic means and each of the Parties may rely on such electronic execution as though it were an original hand-written signature.

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the date set out above.

THE CORPORATION OF THE COUNTY OF WELLINGTON

PER: _____

Name: Cheryl Anderson

Position: Manager of Children's Early Years Community Services

I have the authority to bind the Corporation.

Signature of Witness

Signature of Trainer

ANNEX 1

Authorized Trainer Certification Process

For Trainers becoming Authorized RIRO Trainers	<ul style="list-style-type: none">Authorized RIRO Trainers may offer trainings aligned with the expectations outlined in the Authorized RIRO/BBT Trainer Agreement	<p>Actions included in the Authorization Process</p> <p>To become an Authorized RIRO Trainer:</p> <ol style="list-style-type: none">1) Completion of the RIRO 12-hour Resiliency Skills Training2) Asynchronous engagement in the Trainer Intensive Hub3) Participation in 3 Day RIRO Trainer Intensive to learn how to deliver RIRO Skills Training including using training materials, administrative processes, and trainer expectations	<p>Expectations to Maintain Authorized Trainer Status:</p> <ol style="list-style-type: none">1) Offer RIRO training at least once in the 12 months following Authorization; and at least once every 24 months thereafter. After a 2-year period of inactivity Authorized status will be suspended. Trainers will need to complete a Trainer Refresher Course to reactivate Authorization. After 3 years of inactivity Authorized Trainer status will be terminated.2) Maintain feedback scores of 5 or higher based on participant feedback. In the event that a trainer receives an average score below 5 they agree to participate in coaching / mentorship with County of Wellington Resiliency Lead Trainer.
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Suspended Trainer Status	<p>This status applies to:</p> <p>Any RIRO / BBT trainer who has not completed training expectation timelines (once within first 12 months of receiving Authorized RIRO/BBT Trainer Status; once every 24 months thereafter)</p>	<p>Actions:</p> <p>After two years of inactivity, trainers will be contacted via email regarding their suspension status.</p> <p>Authorized Trainers moved to Suspended Status due to inactivity must complete a Trainer Refresher Course with the County of Wellington Resiliency Lead Trainer to reinstate Authorized status. They have 12 months from the date of suspension to complete a Trainer Refresher Course and offer a RIRO Skills Training.</p> <p>After three years of inactivity trainer status will be terminated. RIRO/BBT trainers with terminated status must complete the full Trainer Intensive process prior to offering any RIRO/BBT Training to their community.</p>	<p>Expectations to Reactivate Status:</p> <ol style="list-style-type: none"> 1) Complete Trainer Refresher Course with County of Wellington Resiliency Lead Trainer 2) Offer RIRO training within 12 months of the suspension date
	<p>Any RIRO/BBT trainer who receives an average score of below 5 on participant feedback forms.</p>	<p>Actions:</p> <p>Trainers who receive an average feedback score of below 5 will be contacted via email by County of Wellington Resiliency Lead Trainer to set up coaching / mentorship sessions.</p>	<p>Expectations:</p> <p>County of Wellington Resiliency Lead Trainer will set up opportunities for coaching / mentorship with the RIRO Trainer on challenges being experienced. Trainer will engage in self-reflection and skill development processes as appropriate to the context and issues being encountered, prior to offering RIRO skills training to their community.</p>