**FACILITATOR AGREEMENT**

**Contact information:**

Name (“**Facilitator**”):

Address:

Phone number:

Email:



**WHEREAS**Facilitator, has or will receive the PREVENTURE Program Facilitator training, is or will become a certified PREVENTURE Facilitator and wishes to perform PREVENTURE sessions.

**NOW THEREFORE** Facilitator hereby agrees to the following:

1. The Facilitator shall:

1. pay the fees as indicated in section 2 *Budget and Payments;*
2. purchase all PREVENTURE manuals from Dr. Conrod;
3. be responsible for the his/her registration to PREVENTURE’s annual partnership activities in accordance with section “Annual Partnership & Training Fee” of schedule A for the purpose of continuing training;
4. adhere to and comply with all applicable laws and regulations regarding protection of personal information;
5. not disclose to any third party or use for any purpose other than in the fulfillment of their respective obligations in performing the PREVENTURE Program, or as otherwise expressly permitted by this Agreement, any confidential or proprietary data, records, or other information disclosed to Facilitatorby or on behalf of CHU Sainte-Justine or Dr. Conrod, or generated in connection with the PREVENTURE Program (hereinafter, collectively “**Information**”), without the prior written consent of CHU Sainte-Justine and Dr. Conrod. Such Information shall remain confidential and proprietary of CHU Sainte-Justine and Dr. Conrod, and shall be disclosed by Facilitatoronly to individuals involved in the PREVENTURE Program on a “need to know” basis. All obligations of confidentiality hereunder shall apply indefinitely;
6. to use the PREVENTURE Manuals provided by the Dr. Conrod and CHU Sainte-Justine restrictively, only for the purposes of PREVENTURE Program performance. The Facilitatorunderstands that the intellectual property (copyright, etc.) related to PREVENTURE material, including but not limited to manuals, guides and power point presentation (“**PREVENTURE Material**”) belongs to the Dr. Conrod, CHU Sainte-Justine and other employees or entities with which the Dr. Conrod and the CHU Sainte-Justine collaborate, collaborated or are bound by contracts.

**2. Budget and Payments (in $USD)**

**Annual Partnership & Training Fee**

$300 payable on April 1 of every year following certification.

Failure to pay Licensing fees shall suspend this Agreement in accordance with section 4.2.

**Manuals**

|  |  |  |  |
| --- | --- | --- | --- |
| **Costs of student manuals (in US dollars)** | | | |
| Number of Manuals | >400 | 200-399 | <200 |
| Price per manual | $12.00 | $18.00 | $22.00 |

\*Manuals may not be sold individually. They are only sold in packages of 10 per personality type.

\*\*Manuals are non-refundable.

\*\*Manuals must be purchased from Dr. Conrod and may not be purchased from third parties.

\*\*\*To place an order, you may email Dr. Conrod at patricia.conrod@umontreal.ca specifying the quantity of manuals required, the billing address and the shipping address. Please note that you will be responsible for the shipping cost.

**Payment information**

Facilitator shall make cheques payable to:  **CHU Sainte-Justine**

Cheques shall be mailed to: Mrs. Yun Gao

CHU Sainte-Justine, local 1.17.026

3175 chemin de la Côte Sainte-Catherine,

Montreal (QC) H3T 1C5

**3. Liability, Indemnification and Insurance**

3.1 (i) Facilitator assumes his/her own liability for any damages, losses or costs arising out of suits or claims on account of injuries (including death) or damage to property to the extent that such injuries or damage arise out of its/his/her activities or the activities of those for whom in law it/he/she is responsible; and

(ii) CHU Sainte-Justine, its/his/her trustees, directors, officers, employees, researchers, students, research staff and agents (the “**first Party**’’) shall not be liable to any other Party (the “**second Party’**’) for any damages, losses or costs arising out of suits or claims brought by the second Party or made against the second Party except to the extent caused by negligence or wilful misconduct on the part of the first Party.

(iii) CHU Sainte-Justine and Dr. Conrod shall not be responsible for any lost profits, lost opportunities, or other indirect or consequential damages suffered by Facilitator.

**4. Termination, Suspension, Expiration**

4.1 This Agreement shall be effective as of the Effective Date and continue in full force and effect, subject to payment of licensing fees as indicated in section 2, or until termination in accordance to section 8.3 of this Agreement.

4.2 Failure to pay licensing fees shall automatically suspend Facilitator’s right to perform PREVENTURE program for one (1) year. Such right shall automatically expire after failure to pay licensing fees for two (2) consecutive years.

4.3 CHU Sainte-Justine and Dr. Conrod reserve the right to terminate this Agreement on thirty (30) days written notice.

4.4 Termination, suspension or expiration of this Agreement shall not affect the survival and continuing validity of any provision which is expressly or by implication intended to continue in force after such termination or expiration.

**5. General**

5.1 The relationship among the Parties hereto is that of independent contractors and nothing in this Agreement shall be deemed or construed to constitute an agency relationship or a partnership between or among the parties hereto.

5.2 This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The Parties hereby acknowledge that the Courts of Montreal shall have exclusive and preferential jurisdiction to entertain any complaint, demand, claim or cause of action whatsoever arising out of this Agreement.

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**IN WITNESS WHEREOF**, the Facilitator hereto has executed this Agreement on the date indicated below, with effect as of the Effective Date.

**FACILITATOR**

*Signature* Date (year / month / day)