

## **TWM Facilitator Agreement** (the “**Acknowledgement**”)

In consideration of receiving training from the Opening Minds (“OM”) to deliver The Working Mind (“TWM”) program (the “**Program**”) to representatives of \_\_\_\_\_ (the “**Organization**”), and for other good and valuable consideration, the receipt of which is acknowledged, I, - \_\_\_\_\_ hereby agree as follows:

1. I will only deliver the Program if: (i) I am advised in writing by OM that I have successfully passed the aforementioned training; and (ii) I maintain my qualifications with OM to deliver the Program;
2. I agree to present the Program and all materials related to the Program, including without limitations all manuals, presentations, and handouts (collectively, the “**Materials**”) without any modification, additions or deletions. For the avoidance of doubt, I shall not make any modifications or amendments whatsoever to the Materials (including any acknowledgments or disclaimers therein) or the Program, without the OM’s prior written consent;
3. I will only provide the Program to employees (a “**Program Participant**”) of the Organization and to no other third party;
4. I acknowledge that when I deliver the Program, I am doing so on behalf of my employer and not on behalf of OM or any of its affiliates, subsidiaries or assigns and that while OM is responsible for the content of the Materials, my employer is solely responsible for any liability arising from my conduct of the Program and any claim that a participant in the Program may have as a result of my or my employers acts or omissions. I hereby indemnify and agree to hold OM and its affiliates, successors and assigns harmless from any and all claims arising from my acts or omissions, in respect of my conduct during the delivery of the Program. I hereby release the OM, its affiliates, successors and assigns from all such liabilities and claims.
5. I acknowledge that I have been advised by the OM that my employer should maintain appropriate insurance (such as comprehensive general liability insurance) to address any such liabilities or claims.
6. When delivering the Program, I will: (i) do so in a competent, diligent and prudent manner; and (ii) use the most current version of the Materials that OM or the Organization has provided to me;
7. I agree to master the Materials to the standard of delivery that I have been trained;
8. The program can be delivered virtually or face-to-face as follows:
  - Employee:
    - 1 module per day (3 sessions) – facilitated within 2 weeks
    - 2 modules on one day, 1 module on another day – facilitated within 2 weeks
    - All 3 modules in one day
  - Manager:
    - 1 module per day (4 sessions) – facilitated within 2 weeks
    - 2 modules per day – facilitated within 2 weeks
    - All 4 modules in one day
9. I acknowledge that in order to remain certified to facilitate the Program, I must deliver a minimum of

two TWM courses per year:

- Group size for virtual delivery: 8-15 participants
- Group size for face-to-face delivery: 8-25 participants

10. I acknowledge that should I be certified in more than one program (TWM/TWMFR/TIM), I must deliver a minimum of 3 courses per year, based on certification month – with at least 1 course being in the other program.
11. I will submit my class list within 3 days of course completion to OM via the link provided to the Organization.
12. Except for the purpose of disseminating the Materials in conjunction with the delivery of the Program (as contemplated in this Acknowledgment), I agree not to copy, reproduce, duplicate or disseminate the Materials, or any portions thereof, in any form, without the express written consent of OM;
13. I agree that should I have any concerns, recommendations or suggestions about the Program that I will promptly provide this such feedback to OM;
14. If requested by either the Organization or OM, I agree to distribute both the pre-evaluation and post-evaluation sheets to Program Participants who are receiving the training from me and to forward their completed sheets to the designated person at the OM in a timely manner;
15. I finally agree to: (i) adopt any updates or modifications provided to me by OM; (ii) undergo additional training requested by OM; iii) abide by any requirements of OM provided to me in writing; and (iv) become requalified to deliver the Program if requested by OM;
16. I understand that any breach of the foregoing provisions may result in the suspension of my qualifications and/or the revocation of my qualification to deliver the Program by OM;

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**In witness where of the parties have hereinto executed this Agreement as of the day and year noted.**

\_\_\_\_\_  
Facilitator Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Julie Donaldson  
Director, Program Delivery  
Opening minds

\_\_\_\_\_  
Date