

## MHFA Certification and Essentials Facilitator Agreement

In consideration of receiving training from the Mental Health Commission of Canada (the "MHCC") to deliver the Mental Health First Aid (MHFA) Canada Certification and Essentials program (the "Program"), the receipt of which is acknowledged, I, **{{CONTACT\_FULL\_NAME}}** hereby agree as follows:

1. None of the documents, manuals, books, information, or other materials provided to me in the course of my training or at any other time that relate to the Program (the "Materials") may be reproduced in any form, in whole or in part, without the express written permission of the Mental Health Commission of Canada (MHCC), Betty Ann Kitchener and Anthony Francis Jorm ("the Copyright Holders").
2. The Materials will not be amended or varied in any manner without the express written permission of the Copyright Holders. I acknowledge that this restriction is essential to maintain the integrity of the Program and the Materials.
3. I acknowledge that unauthorized variations to the Materials could lead to adverse effects on the Program participants, and I hereby indemnify the Copyright Holders from any actions, proceedings, suits, or liability that may arise or be suffered by them by virtue of my unauthorized alteration of the Materials.
4. The Copyright Holders shall not be liable for any of my actions, errors, or omissions in delivering the Program.
5. I acknowledge that when I lead the Program, I am doing so individually (or on behalf of my employer) and not on behalf of MHCC, that while MHCC is responsible for the content of the Materials, I am (or 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 MHCC harmless from any claims arising from my acts or omission, including in respect of the conduct of the Program. I hereby release the MHCC from all such liabilities and claims.
6. I acknowledge that I have been advised by the MHCC that I (or my employer) should consider maintaining insurance (such as comprehensive general liability insurance) to address any such liabilities or claims.
7. 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 the MHCC has provided to me.
8. Only those participants who attend the full course will be deemed to have successfully completed the course and therefore be eligible to receive a certificate. Participants must complete the course with the same group for the duration of the course.
9. I will send to MHFA Canada, within 5 days of completion of each MHFA Canada course to receive credit:
  - a. Attendance
  - b. Peer feedback forms (required for facilitators with co-facilitator status)
10. I acknowledge that only participants residing in Canada can participate in the program.
11. I acknowledge that if concerns arise from evaluations and/or other feedback, my status as a certified facilitator may be suspended or revoked.
12. If the outcome of the facilitator training is co-facilitator status, I acknowledge that I will be considered a co-facilitator until I have co-facilitated the Program three times, and participant/peer feedback is reviewed. An email will be received indicating a change of status once the feedback is reviewed. If concerns arise from evaluations and/or other feedback, my status as a co-facilitator may be extended, suspended, or revoked.

13. I agree to study the Materials to the level and quality of delivery that I have been trained.
14. The program can be delivered as follows:
  - a. Certification course (12 hours - not including breaks or lunch) in-person or virtually:
    - i. 2 sessions of 6 hours within 4 weeks
    - ii. 4 session of 3 hours within 4 weeks
  - b. Essentials course (6 hours - not including breaks or lunch) in-person or virtually:
    - i. 1 module per day (2 sessions of 3 hours) – within 2 weeks
    - ii. All Modules in one day (total of 6 hours – not including lunch)
15. To maintain certification, I must deliver the Program at least two times per year. The facilitator year is determined by the month of the facilitator training, i.e., if I attend a facilitator training in March, then I must deliver two courses by the end of March each following year.
16. By signing this agreement, I agree to abide by the following guidelines:
  - a. Group size for virtual course delivery: 8-15 participants
  - b. Group size for in-person course delivery: 8-25 participants
  - c. Credit is not given for groups with less or more participants than the required group size range, as elaborated by the in-person, virtual course delivery.
  - d. Maximum 2 facilitators for all course delivery.
  - e. When co-facilitating:
    - i. All facilitators must be present for the entire course regardless of how the course is delivered. No exceptions.
17. I acknowledge that should I be certified in more than one MHFA program, I must deliver a minimum of 3 courses per year, based on certification month – with at least 1 course from each program.
18. I will either retain or return any Materials provided to me by the Copyright Holders but will not sell or otherwise transfer such materials to any third party. Only authorized Program facilitators may use the Materials provided.
19. I agree that should I have any concerns, recommendations, or suggestions about the Program I will promptly provide this such feedback to the MHCC.
20. I acknowledge that I will have reasonable access to the MHFA Canada team for support and coaching.
21. It is my responsibility to communicate my updated contact information to MHFA Canada.
22. I finally agree to (i) adopt any updates or modifications provided to me by the MHCC; (ii) undergo additional training requested by the MHCC; and (ii) become requalified to deliver the Program if requested by the MHCC.
23. I acknowledge that MHCC may assign all or part of its benefits, rights, or obligations under this Agreement to its related entity, Mental Health Commission of Canada – Opening Minds ("OM"), provided OM agrees to be bound by the terms contained herein and assumes the obligations assigned on the effective date of such assignment.

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 the MHCC.

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

\signature1\

{{CONTACT\_FULL\_NAME}}

Date:\date1\

\signature2\

**Audrey Joyal**  
Interim Director, Facilitator Success  
Opening Minds

Date:\date2\