



Mark Kay

Director Post Award, Research Portfolio

1 April 2021 ("Effective Date")

[Insert Name]

[Insert Address]

By email: [insert email address]

Dear [Insert Name]

2021 COMORBIDITY GUIDELINES TRAIN THE TRAINER ONLINE WORKSHOP – TRAINING FACILITATOR AGREEMENT

The University of Sydney ("**University**") and The Matilda Centre for Research in Mental Health and Substance Use ("**Matilda Centre**") are pleased to confirm your registration for the University's 2021 Comorbidity Guidelines Pilot Train the Trainer Online Workshop taking place on 28 April, 2021 ("**Trainer's Workshop**").

The "**Term**" of this agreement is from the Effective Date until 30 June 2022, unless otherwise agreed by the parties in writing.

1. SOME IMPORTANT INFORMATION ABOUT THE TRAINER'S WORKSHOP

The Trainer's Workshop is not an award program and no degree or qualification will be earned by completing the Trainer's Workshop. You will receive a certificate of completion from the University once you have completed the Trainer's Workshop.

Provided that you satisfy the Eligibility Criteria set out below (or otherwise advised by the University) and successfully complete the Trainer's Workshop, you will also be permitted to register as a Training Facilitator on the Comorbidity Guidelines website (www.comorbidityguidelines.org.au) and deliver online or face-to-face training using the University's Training Materials (defined below) in accordance with the terms of this agreement.

The University is running the Trainer's Workshop as a pilot program which will take place during the Term of this agreement. As such, there will be no cost to you for attending the Trainer's Workshop and receiving the Training Materials. You must not charge any fees or other consideration for training using the Training Materials during the Term unless otherwise agreed in writing with the University (under separate agreement).

The University is interested in receiving your feedback about the Trainer's Workshop and Training Materials during the Term of this agreement. If you wish to continue to use the Training Materials beyond expiry of the Term (and the pilot program), you will need to enter into a new agreement with the University.

2. ELIGIBILITY TO ENROL IN THE TRAINER'S WORKSHOP

You will only be eligible for enrolment in the Trainer's Workshop if the University is satisfied you meet each of the following requirements (collectively referred to as the "**Eligibility Criteria**"). You warrant that:

- (a) you have successfully completed tertiary training in a relevant field and can provide evidence of the same, if requested;
- (b) you have and can demonstrate comprehensive knowledge of co-occurring substance use and mental health and/or experience working with people experiencing these disorders;



- (c) you are and can demonstrate that you are skilled in substance use and mental health interventions;
- (d) you can demonstrate that you possess sound training skills in your relevant field; and
- (e) you have the capacity and competency to deliver online or face-to-face Comorbidity Guidelines training using the Training Materials.

3. YOUR OBLIGATIONS

Provided that you satisfy the Eligibility Criteria and complete the Trainer's Workshop, and in consideration of the grant to use the Training Materials in accordance with the Licence Terms (outlined below), you acknowledge and agree to:

- (a) where desired and applicable, register online as a Training Facilitator on the Comorbidity Guidelines website www.comorbidityguidelines.org.au after completing the Trainer's Workshop;
- (b) where applicable and appropriate, use your best efforts to promote and publicise your online or face-to-face Comorbidity Guidelines training program through any print or digital means available to you using the Acknowledgement statement outlined below;
- (c) obtain written Privacy Consents (defined below) from all attendees prior to delivering any online or face-to-face Comorbidity Guidelines training (as outlined below);
- (d) provide the Matilda Centre with a list of all attendees and copies of all written Privacy Consents to each of your online or face-to-face Comorbidity Guidelines training sessions at least seven (7) days prior to your scheduled training sessions by email to training@comorbidityguidelines.org.au (as outlined below);
- (e) deliver any online or face-to-face Comorbidity Guidelines training using the Training Materials in the approved form, in accordance with the Licence Terms (set out below) and in accordance with the teaching techniques and methodologies demonstrated during the Trainer's Workshop. Any training using the Training Materials must be performed using due care and skill and in a professional manner;
- (f) notify the University of any pertinent or unusual feedback, risks or issues that arise in delivering training using the Training Materials;
- (g) provide feedback or reports to the University in relation to the Training Workshop and Training Materials as requested by the University;
- (h) comply with any other obligations set out in this letter agreement or reasonable directions, requests or guidance provided by the University from time to time relating to the content of this letter agreement; and
- (i) deliver any training using the Training Materials on terms consistent with, and which give effect to, the terms of this agreement.

4. USE OF THE TRAINING MATERIALS

The Training Materials (as updated from time to time) may include, but will not be limited to, the Comorbidity Guidelines, any modules, manuals, guidelines, presentations, handouts, fact sheets, notes, papers, images, videos, recordings, resource lists and other materials made available in print or electronic form provided to you by or on behalf of the University in relation to the Trainer's Workshop ("**Training Materials**").

The University is the owner of all intellectual property rights, including copyright, in and to the Training Materials (and any updated versions). Subject to your compliance with the terms of this agreement, the University grants to you a non-exclusive, royalty free, non-sub-licensable, non-transferrable, revocable licence to use the Training Materials for the purpose of delivering online or face-to-face Comorbidity Guidelines training in Australia for the Term of this agreement ("**Licence Terms**").

You acknowledge and agree that:

- (a) you will only use the Training Materials in accordance with the Licence Terms and in the format provided by the University;
- (b) you will not alter, modify or adapt the Training Materials in any way or create any derivative works based on the Training Materials unless prior written permission is granted by the University. Where modifications are permitted by the University in writing, you acknowledge and agree that the University will own all intellectual property rights in any

derivative or improved works upon creation and you agree to assign any such intellectual property rights to the University as necessary;

- (c) you will use the most up to date version of the Training Materials as provided by the University in administering your online or face-to-face Comorbidity Guidelines training;
- (d) you will include the Acknowledgement with any distribution of the Training Materials as set out below;
- (e) you will not represent that you have any endorsement or affiliation with the University or Matilda Centre other than the approved Acknowledgement or as otherwise agreed with the University in writing. You must ensure any attendees to your online or face-to-face Comorbidity Guidelines training understand that they will not receive any degree or qualification from the University for attending your training;
- (f) you will not use the University's (or Matilda Centre's) name or trade marks or the Training Materials in any way which violates or infringes the rights of the University or of third parties, or which is otherwise detrimental to the University or Matilda Centre's respective reputations, images or names; and
- (g) you will immediately notify the University in writing if you become aware of any actual, suspected or threatened infringement or misuse of the Training Materials by a third party. The University may or may not take whatever action it deems appropriate at its discretion.

5. WARRANTIES, LIABILITY AND INDEMNITY

You acknowledge and agree that, to the maximum extent permitted by law:

- (a) unless expressly stated in this agreement, the University:
 - i. does not give any warranties, promises or representations in relation to the Trainer's Workshop or Training Materials; and
 - ii. is not liable to you for any loss or damage suffered or incurred by you, however caused (including due to negligence, breach of contract, under indemnities or in equity) in connection with the Trainer's Workshop or your use of the Training Materials, or for any loss or damage that constitutes consequential loss, indirect loss, loss of profits, loss of reputation, loss of bargain or loss of opportunity.
- (b) you will use the Training Materials and conduct online or face-to-face training entirely at your own risk.

You will indemnify the University and its employees, officers, students, agents, auditors, partners, consultants, sub-licensees and affiliates (each an "**Indemnified Party**") against all losses, damages (including those arising out of a third party claim), expenses and costs (including legal costs on a solicitor-client basis, whether incurred by or awarded against a party) that an Indemnified Party sustains or incurs as a result of any breach of this agreement or any act or omission by you in connection with use of the Training Materials.

6. VARIATION AND TERMINATION

No changes to this agreement will be effective unless made in writing and signed by authorised representatives of both parties.

You may terminate this agreement by providing 30 days' written notice to the University. The University may terminate this agreement or otherwise revoke the licence granted under this agreement at any time with or without cause by written notice to you.

If this agreement is terminated for any reason, you must immediately:

- (a) cease all use of the Training Materials, including use of the Training Materials in connection with teaching your online or face-to-face training;
- (b) remove all references to the Training Materials and the University from any promotional or advertising materials (whether in print or electronic form); and
- (c) provide the University with all feedback, reports, copies Privacy Consents and attendee lists available up to the date of termination.

7. ATTENDEE PRIVACY CONSENTS AND DISTRIBUTION OF THE TRAINING MATERIALS

You will:

- obtain written consent from all attendees attending your online or face-to-face Comorbidity Guidelines training upon registration or in advance of the online or face-to-face session



substantially in the form set out in Schedule 1: Sample Privacy Consent to allow you and the University to use their respective personal information and contact details for the purposes of:

- providing the Training Materials to attendees,
- facilitating the Comorbidity Guidelines training; and
- engaging with attendees to obtain program evaluation and feedback for the purposes of improving any Comorbidity Guidelines training and the Training Materials ("the **Privacy Consents**"); and
- provide the University/Matilda Centre with copies of all written Privacy Consents and a list of all attendees to each of your online or face-to-face Comorbidity Guidelines training sessions at least seven (7) days prior to your scheduled training sessions by email to training@comorbidityguidelines.org.au.

The University may engage with your attendees to conduct an evaluation of the online or face-to-face Comorbidity Guidelines training program or Training Materials as set out in the Privacy Consents. You may only distribute copies of the Training Materials to attendees of your online or face-to-face training sessions (unless otherwise approved by the University in writing).

8. ACKNOWLEDGEMENT

The following Acknowledgement should be included when reproducing the Training Materials in accordance with the Licence Terms and on any marketing or advertising materials promoting your online or face-to-face Comorbidity Guidelines training using the Training Materials:

"I have attended and completed the University of Sydney's 2021 Comorbidity Training Workshop and I am approved by the University of Sydney to offer and provide online or face-to-face comorbidity training using the University of Sydney's Training Materials."

You must not state that you are "certified" by the University in any way. Apart from the University's (or Matilda Centre's) trade marks, logos or names appearing on the Training Materials, you agree not to use any trade mark, crest, logo or the name of the University or Matilda Centre without the University's prior written consent.

9. ACCEPTANCE

Please confirm your acceptance of the above terms by signing below and returning a scanned copy to Dr Christina Marel (christina.marel@sydney.edu.au) at the Matilda Centre.

Yours sincerely,

Mark Kay

Director, Research Post-Award Management
For and on behalf of the University of Sydney

**SAMPLE AGREEMENT FOR REVIEW - NOT FOR
SIGNING**

Executed as an agreement by [Insert full name]:

**A PERSONALISED COPY OF LICENSING
AGREEMENT WILL BE SENT TO YOU FOR
SIGNING ONCE PLACES ARE CONFIRMED**

Signature

Witness signature

Name

Witness name

Date

Date

Schedule 1: Sample Privacy Consent

IMPORTANT NOTE FOR TRAINING FACILITATORS: This Sample Privacy Consent form has been developed to include relevant information for the University to collect, use, and disclose personal information it receives from any online or face-to-face Comorbidity Guidelines training sessions run by you in accordance with the Training Facilitator Agreement ("Agreement"). Given that you, as a Training Facilitator, will also be collecting, using and disclosing person information, you may wish to seek your own advice in this regard as part of delivering any training sessions. Any training sessions you run will be in your private capacity, rather than as a University staff member or affiliate. Please contact the Matilda Centre (details provided in the Agreement) for more information.

COMORBIDITY GUIDELINES TRAINING PRIVACY NOTICE AND RELEASE OF PERSONAL INFORMATION CONSENT FORM

Thank you for signing up to attend the [insert name of training session(s) (e.g. Comorbidity Guidelines Training Session(s))] (the "Training Session(s)") run by [insert Training Facilitator name or entity you are operating the training under] (the "Training Facilitator"). The Training Sessions will focus on comorbidity training using the Comorbidity Guidelines and other associated resources developed by The Matilda Centre for Research in Mental Health and Substance Use (the "Matilda Centre") at The University of Sydney (the "University") (the "Training Materials").

Please note that the Training Facilitator has attended and completed the University's 2021 Comorbidity Training Workshop and is approved by the University to offer and provide Training Sessions using the University's Training Materials in the Training Facilitator's private capacity. The Training Sessions are not run by or endorsed by the University and the Training Facilitator is conducting the Training Sessions in a private capacity.

Collection and use

In order to attend and participate in the Training Sessions, you agree to providing your personal information to the Training Facilitator, the Matilda Centre and the University for the purposes of participating in the Training Sessions and receiving the Training Materials. The personal information you provide (including your contact details) to the Training Facilitator will be used for the purposes of:

- providing the Training Materials to you and other training attendees;
- facilitating the Training Sessions; and
- engaging with attendees to obtain program evaluation and feedback for the purposes of improving any Training Sessions and the Training Materials.

You understand that the Training Sessions may be offered in person (face-to-face), or online via an online platform. By registering for and attending the Training Sessions, you agree to the terms set out in the [University's privacy statement](#). If the Training Session(s) are run via an online platform, you also agree:

- to the Zoom [Terms of Service](#) (or the terms of service of any other online service, as applicable and communicated to you; [NOTE: if you utilise other online services, it would be useful to communicate the terms of service to the individual prior to utilising that platform. The terms of service for Zoom have been included as they are applicable to the University. There may be generic terms of service that you might wish to use]);
- to your personal information (which can include your name, image or Zoom user ID) being provided to the Training Facilitator, the Matilda Centre and the University and other event attendees when accessing the online session (for example, through displaying your User ID to other participants); and
- not to record this session. [NOTE: The University will not be recording the training workshops or seeking access to recordings. You should seek your own advice in relation to the collection, use, disclosure and storage of personal information in any recordings].



Participation in the Training Sessions is voluntary. However, if you do not provide all the personal information requested, it may not be possible for you to engage in the Training Sessions or receive the Training Materials.

The University (through the Matilda Centre) may engage with you directly as an attendee to conduct an evaluation of the online or face-to-face Training Sessions or Training Materials. This is in order to improve, develop and build upon the Training Materials.

You agree not to distribute copies of the Training Materials to other entities (unless otherwise approved by the University in writing).

Disclosure

The Training Facilitator, the Matilda Centre and the University will not disclose your personal information or attendance details with anyone outside of the University except if:

- you have given your written consent to do so;
- it is required or authorised by law;
- we have reasonable ground to believe that the disclosure is necessary to lessen or prevent a serious and imminent threat to the life or health of you or any other person.

Security and retention

Your information will be electronically stored securely and safely in the University's records, in accordance with our obligations under the [Recordkeeping Policy 2017](#) and *State Records Act 1998* (NSW).

The Training Facilitator will also retain a copy of your records to be electronically stored securely and safely. [Should you wish to include information about how you will be storing information, please include information here after receiving your own advice]

Access and correction

You have the right to access and correct personal information about you held by the University. For information about accessing information at the University please see the following [page](#).

[Should you wish to include information about how to individuals can access information from you as a facilitator, please include information here after receiving your own advice]

Consent

I [attendee full name] (full name) agree to the terms and conditions set out in this form.

 / / (date)

Consent withdrawn (Office Use Only)

Consent withdrawn by email/phone/in person (nominate one)

Signature _____

 / / (date)