



## NTG REGIONAL TRAINER AGREEMENT

This Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the National Task Group on Intellectual Disabilities and Dementia Practices (hereafter referred to as the “NTG”) and \_\_\_\_\_ (hereafter referred to as the “Regional Trainer”).

1. **Engagement of Services.** Subject to the terms and conditions of this Agreement, the NTG hereby engages the Regional Trainer to learn to deliver the NTG Dementia Capable Care of Adults with Intellectual Disabilities and Dementia Training Curriculum (hereafter referred to as the “Training”), and the Regional Trainer hereby accepts such engagement.

2. **Term.** The engagement shall begin at the signing of this Agreement and shall continue in full force and effect for as long as the Regional Trainer continues to use the Training, unless terminated in accordance with this Agreement.

3. **Compensation.** The Regional Trainer will receive no compensation from the NTG. Trainers may, at their own discretion, negotiate compensation from organizations and agencies who contract with them for their training services.

4. **Training and Training Materials.** The NTG will provide materials for the Regional Trainer including but not limited to a Trainer Manual, Power Point slides, Handouts, and Resource List.

a. The Regional Trainer may retain all of the Training Materials supplied by the NTG. The Trainer may not, however, in any manner distribute the Training Materials to any third party without the written permission of the NTG, unless such distribution is made pursuant to a NTG training activity undertaken by the Trainer.

b. All rights to the Training Materials, and any portions thereof, including but not limited to copyrights belong exclusively to the NTG and nothing in this Agreement shall be construed to transfer any such rights.

5. **Term and Termination.** The term of this Agreement shall extend for as long as the Regional Trainer is providing the Training, provided, however, the NTG may terminate this Agreement and revoke the Regional Trainer’s authorization to use said materials if the Regional Trainer



violates any of the terms of this Agreement or fails to provide the Training, consistent with the Training Materials.

6. **Affiliation.** Upon successful completion of the Train-the-Trainer Workshop, and in the sole discretion of the NTG, the NTG shall issue to the Regional Trainer a certificate indicating that the Regional Trainer has completed the training workshop and is an NTG Affiliated Regional Trainer. Upon obtaining affiliation, the Regional Trainer may solicit opportunities to provide the NTG Dementia Capable Training on Intellectual Disabilities and Dementia Training Curriculum to others in their region provided however, the Trainer may not “train” any “Trainers” or issue any certification for the NTG Dementia Capable Training on Intellectual Disabilities and Dementia Training Curriculum.

a. The Regional Trainer may offer the Training Curriculum to third parties using the NTG Dementia Capable Training on Intellectual Disabilities and Dementia Training Curriculum provided, however, the Regional Trainer must offer the program through their individual name and not as an NTG corporate entity. In all such offerings, the Regional Trainer shall retain the NTG name and copyright on all of the Training Materials.

7. **Independent Contractor.** Nothing in this agreement shall in any way be construed to constitute the Trainer as an agent, employee, or representative of the NTG. The NTG is not responsible for withholding or paying federal, state, or local income tax, FICA, unemployment, or other similar taxes nor liability, workman’s compensation or other similar insurance. Neither party is authorized to make any representation, contract or commitment on behalf of the other unless specifically authorized in writing to do so.

8. **Governing Law.** The laws of the State of Kentucky shall govern this Agreement, without giving effect to any conflicts of law principles that would result in the application of the laws of a different jurisdiction. Unless waived by the NTG, the exclusive jurisdiction and venue of any action with respect to the subject matter of this Agreement shall be the courts located in the State of Kentucky in Oldham County and each of the parties hereto submits itself to the exclusive jurisdiction and venue of such courts for the purpose of any such actions.



9. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (i.) by personal delivery when delivered personally; (ii.) by overnight courier upon written verification of receipt; (iii) by telecopy or facsimile transmission upon acknowledgement of receipt of electronic transmission; or (iv) by certified or registered mail, return receipt requested, upon verification of receipt.

10. **Injunctive Relief.** The NTG Work Product under this Agreement is of a unique character that gives it particular value. Failure to compensate the NTG for use of the Work Product beyond the rights granted herein will result in irreparable and continuing damage to the NTG for which there shall be no adequate remedy at law. In the event of such breach, the NTG shall be entitled to injunctive relief and/or a decree for specific performance, in addition to further monetary damages as may be appropriate.

11. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all prior or contemporaneous oral or written agreements concerning such subject matter.

12. **Assignment.** Neither party may assign any of their rights under this Agreement, or delegate the performance of their duties hereunder.

IN WITNESS THEREOF, the parties have signed this Agreement on the date set forth above.

NATIONAL TASK GROUP ON INTELLECTUAL DISABILITIES AND DEMENTIA PRACTICES

By: \_\_\_\_\_ Date:

\_\_\_\_\_

NTG Authorized Signer

By: \_\_\_\_\_ Date:

\_\_\_\_\_

NTG Affiliated Regional Trainer