

Terms and Conditions for Cyber Smart Canada Trainers (both Certified and Audit) ("Agreement")

Cyber Smart Canada grants an individual ("Trainer") who has attended a full Cyber Smart Canada Train the Trainer course ("Course") one of the following certifications "Certified Trainer(s)":

- a) **Certified Youth Trainer:** A Trainer can teach Cyber Smart Canada Youth Training courses *only* within the organization in which he/she registered for the course under; or
- b) **Certified Parent Trainer:** A Trainer can teach Cyber Smart Canada Signature courses within the organization in which he/she registered for the course under, as well as within programs and activities sponsored by his/her organization.

All Trainers must abide by the following terms and conditions:

1. Any trainee may choose at during their training period to audit the training (become an "Auditor"). An Auditor is not considered a Certified Cyber Smart Trainer and as such may not use any Cyber Smart Canada programs/courses for training purposes. Automatic Auditor status is granted to:
 - a) Any trainee who does not complete their certification within the 90 day period starting at their webinar date.
 - b) Any trainee who does not pass the quiz on day two of the webinar training.
 - c) Any trainee who chooses not to complete the quiz on day two of the webinar training.
1. Certified Trainer status is granted to an individual Trainer, not his/her organization. The Certified Trainer status allows a Trainer to deliver Cyber Smart Canada parent and/or youth training seminars only and does not qualify the Trainer to train others to be Trainers. Course materials ("Materials") may only be used by Certified Trainers. The Materials and the certification status is not transferrable and remains with the Trainer regardless of change in organization. Trainers agree to notify Cyber Smart Canada of any change in organization within 30 days of the change.
2. Only Certified Trainers have the option to be considered National Trainers under Cyber Smart Canada. National Trainers are Certified Trainers who have entered into a contractual agreement with Cyber Smart Canada to teach on behalf of Cyber Smart Canada to other organizations within their community and be practicum coaches.
3. A certification status is valid for a period of 2 years from the effective date of this Agreement ("Certification Period") for Parent Trainers & 1 year from the effective date for youth trainers. Certified Trainers may attend Courses as a refresher within 75% of the Certification Period for a minimal cost, which includes expenses and updated Materials (18 months for Parent Trainers & 9 months for Youth Trainers).
4. Certified Trainers may be re-certified any time after the first 75% of the Certification Period by attending a Course at a reduced price to be determined by Cyber Smart Canada and by signing an updated Terms and Conditions for Cyber Smart Canada Trainers. The re-certification Course will be offered at a reduced price if registration for the Course occurs prior to expiration of the Certification Period.
5. Certified Trainers may purchase updated Materials within the first 75% of their Certification Period. If a Certified Trainer would like to purchase Materials after the first 75% of their Certification Period, he/she must re-certify as a Certified Trainer even if his/her Certification Period has not expired.

6. Trainer agrees to teach **all** of the content in the Cyber Smart Canada Parent Programs Teaching Notes, and/or the Cyber Smart Canada Youth Programs Teaching Notes (collectively, "Teaching Notes"). Content may not be eliminated and may only be modified to reflect a Trainer's church, agency or organization's policies and context (e.g., A Trainer may modify the presentation slides and Teaching Notes to reflect the audience he/she is teaching, including adding specific procedures to align with your organizations policies.) Notwithstanding the foregoing, a Trainer must retain the SMART method components of the content. Parent seminars should be approximately 2 hours in length; Youth training workshops are approximately 4 hours in length.
7. Trainer agrees to deliver his/her training in LIVE format only and not to distribute to others his/her training in audio, video or digital format. Training should not be recorded in any format other than for the Trainer's own personal learning and evaluation purposes.
8. Trainer is authorized to use the Cyber Smart Canada materials, including Course Materials, Teaching Notes, and PowerPoint slides in accordance with the following:
 - PowerPoint slides and/or slides formatted for handouts cannot be photocopied, printed, or distributed;
 - Trainer is expected to protect registration "®", copyright "©" and trademarked materials, such as Course Materials, *Cyber Smart Canada* Manuals, Guides, logos, etc., by not using them outside of the context of Cyber Smart Canada Training. As part of this protection, Trainer agrees to report to Cyber Smart Canada any misuse of Cyber Smart Canada materials and trademarks; and
 - Certified Trainers may purchase and sign Cyber Smart Canada certificates using registered trademarks.
9. Trainer is not considered as having joint ventures, being partners with, employed by or agents of Cyber Smart Canada and shall not communicate same to others. Trainer agrees not to make any warranties or representations on behalf of Cyber Smart Canada. Trainer is not granted permission to teach any family cyber safety course for profit or gain in exclusion of Cyber Smart Canada.
10. Trainer shall, either individually or through his/her local church/agency/organization, secure appropriate insurance (i.e. Errors & Omissions Insurance) for his/her activities as a Certified Trainer under this Agreement. The Trainer agrees that Cyber Smart Canada will not provide insurance for the Trainer and Cyber Smart Canada is not responsible for any damages that may occur as a result of the Trainer's activities as a Certified Trainer under this Agreement.
11. All Cyber Smart Canada materials, including Course Materials, Teaching Notes, Handouts, Activities, Guides, and PowerPoint slides are, and shall remain at all times, the intellectual property of Cyber Smart Canada. No right, title or interest in and to any Cyber Smart Canada materials is granted to the Trainer or implied hereunder.
12. Trainer must complete all Course requirements within 12 weeks of the start of his/her Course in order to receive Certified status, unless an extension is granted by Cyber Smart Canada prior to the expiration of the 12 week period. During this period, a Trainer may request to change his/her certification status to "Auditor".



Conditions for Revoking Audit/Certified Status

Being a Certified Trainer is a privilege. Cyber Smart Canada may immediately revoke the Certified status of a Trainer under the following circumstances:

1. A Trainer’s breach of the terms and conditions of this Agreement;
2. A Trainer is under the investigation or convicted of crimes against children, youth or vulnerable adults, violent crimes, or crimes of integrity or theft; or
3. A Trainer misrepresents his/her relationship with Cyber Smart Canada.

Trainer shall immediately notify Cyber Smart Canada if any of the above circumstances for revocation occurs and Cyber Smart Canada will conduct a thorough investigation before making a decision to revoke one’s Certified status.

Indemnity

Trainer agrees to protect, defend, hold harmless and indemnify Cyber Smart Canada, its direct or indirect parents, subsidiaries, directors, officers, employees, affiliates, agents and designees from and against any and all costs and expenses actually incurred by them or for which they are liable, including lawyer fees on a solicitor and its own client full indemnity basis, courts costs, losses, liabilities, damages, claims and demands of every kind and nature, and including those incurred pursuant to a settlement entered into in good faith, arising out of or in connection with the Trainer’s activities in his/her local church, agency or organization.

I am opting for the following certification: Youth Parent Auditor

THIS AGREEMENT made effective this ___ day of _____, 20___ between Cyber Smart Canada and the Trainer.

Cyber Smart Canada: **Melanie Rhora**

Trainer Name: _____

Signature: 

Trainer Signature: _____

Organization: _____

Title: **President, Cyber Smart Canada**

Home Address: _____
