



Portable Sanitation Association International

**TRAIN THE TRAINER
LICENSING AGREEMENT**

NOTE: To be admitted into the PSAI's Train the Trainer Program, the following are required:

1. Employment by, or ownership of, a PSAI member company
2. A fully completed registration form.
3. (a) Current status as a Certified Portable Sanitation Professional (CPSP) OR
(b) Eligibility for CPSP status and successful completion of the examination
4. A signed copy of the attached Licensing Agreement, with each page initialed.
5. Full payment for both the four-day training course tuition

Things to know about this program

1. During the course, you will receive PSAI content including:
 - A kit of materials related to adult learning
 - Trainer materials/guides related to three Basic Service Technician training courses
 - Participant materials for three Basic Service Technician training courses
 - Access to download slide decks and other additional materials
2. To become a PSAI credentialed trainer, you must:
 - Attend the entire four-day Train the Trainer program.
 - Sign an individual agreement, shown in Exhibit A.
 - Renewal: The initial ability to act as a trainer is good for three years, provided the following conditions are met:
 - (a) Year 1: Must train at least 6 hours of PSAI Basic Service Technician courses, with at least 1.5 hours reviewed by a senior trainer from the Training Committee
 - (b) Years 2 and 3: Must train at least 6 hours of PSAI courses which may include other PSAI courses on portable sanitation-related topics.
 - (c) Trainers follow all PSAI protocols for training, communicating, and recordkeeping as described in Exhibit A and as may be updated or amended from time to time.
 - (d) Pay the renewal fee.

3. The Licensing Agreement

- The PSAI remains the owner of all intellectual property in the course content and materials.
- The licenses are held by the trainer, not the trainer's organization, regardless of who paid the course fees.
- If a Trainer leaves his/her member company for any reason, the license granted by the Licensing Agreement remains with the individual trainer. The company may access other credentialed trainers through the PSAI until another member of its staff can complete the Train the Trainer course.
- The ability to act as a trainer with the PSAI's intellectual property, upon successful completion of this Course is non-transferrable.

4. Yearly Licensing Fee

In lieu of a licensing fee, the trainer agrees and warrants that all training courses s/he will conduct using the PSAI's intellectual property as follows:

- Every delivery of a PSAI training course will be known to the PSAI in advance
- Each training attendee will register and pay fees directly to the PSAI, even if the trainer is being paid by the company or individual for his/her services as a trainer
- The trainer will provide training on the PSAI's behalf on a voluntary basis at no charge at least once per year

For questions about the Licensing Agreement or the administration of this program, please contact info@psai.org or call +1-952-854-8300.

**PSAI TRAIN THE TRAINER
TRAINING COURSE AND LICENSE AGREEMENT
EXHIBIT A**

This Training and License Agreement ("Agreement") is made and entered into as of the ____ day of _____ 20__ (the "Effective Date"), by and between, the Portable Sanitation Association International, a Minnesota nonprofit corporation ("the PSAI"), and _____ ("Trainer") and, collectively with the PSAI (the "Parties").

WHEREAS the PSAI is engaged in the business of providing training and expertise related to the portable sanitation industry including the development of content and materials regarding best practices for service personnel; and

WHEREAS the PSAI, has developed a four-day Train-the-Trainer program ("Program") to train individuals to prepare and deliver the PSAI's Basic Service Technician training courses to industry audiences; and

WHEREAS the Trainer wishes to take the Program and become a PSAI-credentialed Trainer so they can then provide training using the PSAI's Basic Service Technician training courses to personnel regularly working in the portable sanitation industry (collectively, the "learners"); and

WHEREAS, the Trainer desires to be able to use the PSAI's copyrighted content and materials to facilitate and conduct such training sessions and workshops for learners and to obtain from the PSAI the rights to do so during the Term of this Agreement as defined below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1: TERM

Section 1.1 Term. This Agreement and the rights granted herein shall be effective for a period of three (3) years from the Effective Date (such period, the "Term").

Section 1.2 Renewal. The Term of this Agreement may be extended beyond the initial three (3) year period by a written agreement executed by the Parties.

ARTICLE 2: TRAINING OF TRAINER

Section 2.1 The PSAI shall conduct and each Trainer shall attend and complete the Program. In general, the Program is designed to train the Trainer to prepare and deliver the PSAI's series of three Basic Service Technician training courses.

Section 2.2 The Program shall be conducted by the PSAI at times and places designated by the PSAI, in its sole and absolute discretion.

Section 2.3 Upon an eligible Trainer's successful completion of the Program and execution and delivery of this Agreement, the Trainer shall be a credentialed PSAI Trainer, and the rights set forth in Article 3 of this Agreement shall be applicable.

ARTICLE 3: GRANT OF RIGHT

Section 3.1 Grant of License in Licensed Materials. Subject to the terms and conditions of this Agreement, while a Trainer is credentialed by the PSAI, remains employed in the portable sanitation industry or retires in good standing from a PSAI member company, and maintains his/her in good standing as an active Certified Portable Sanitation Professional (CPSP), the PSAI grants to the Trainer a nonexclusive, non-transferable, non-assignable, and non-sublicensable, royalty-free license for the Trainer to utilize the content and materials list on **Exhibit B** (the "Licensed Materials") to allow the Trainer prepare and deliver the PSAI's Basic Service Technician training courses to industry learners. The Trainer acknowledges and agrees that, notwithstanding the foregoing grant, the right, title and interest to any and all intellectual property contained in the Licensed Materials, including, but not limited to, copyrights and any trademarks or service marks relating thereto, shall remain with the PSAI. The Trainer shall not have any right, title or interest in the Licensed Materials except as expressly set forth in this Agreement. All rights not hereby expressly granted to the Trainer in this Agreement are reserved to the PSAI and the PSAI shall be free to use and dispose of such rights in its sole and absolute discretion. For the avoidance of doubt, only a properly credentialed Trainer is permitted to use the Licensed Materials in accordance with the terms and conditions of this Agreement. If a Trainer ceases to be employed by the member company for which s/he worked at the time s/he participated in the Program, the Trainer may not transfer the license to use the Licensed Materials any other individual, regardless of who paid the fees for Trainer to participate in the Program.

Section 3.2 At the conclusion of the Term or upon the early termination of this Agreement, the Trainer shall cease to conduct any training sessions using any of the Licensed Materials or information derived therefrom or from the Program. The Trainer shall not allow anyone else to use any of the Licensed Materials following the end of the term or upon the early termination of this Agreement without the PSAI's prior express written permission.

ARTICLE 4: PROHIBITED USES & PROPRIETARY RIGHTS

Section 4.1 Except as required by law or regulation, the Trainer shall not utilize the Licensed Materials for any purpose or in any manner not expressly permitted in Article 3 of this

Agreement. Except as specifically set forth in this Agreement, no express or implied license or right of any kind is granted to the Trainer regarding the Licensed Materials or any of the PSAI's intellectual property. The Trainer covenants and agrees that neither it nor any of its Trainers shall reproduce, copy, translate, modify, adapt, disassemble, decompile, or reverse-engineer any of the Licensed Materials; provided, however, that the foregoing limitation shall not prohibit a Trainer from reproducing handouts included in the Licensed Materials and providing these to learners who take the PSAI's Basic Service Technician courses. The Trainer shall not assert or claim to any third party that s/he has any right, title or interest in any of the intellectual property contained in any of the Licensed Materials. Any unauthorized use or misuse of the Licensed Materials shall be a material breach of this Agreement.

Section 4.2 The Trainer shall use the Licensed Materials only with proper attribution to the PSAI. The Trainer further agrees not to use the PSAI's name or any trademarks or service marks of the PSAI in connection or combination with any third-party name, logo, trademark, service mark, inscription, or designation without the PSAI's prior express written approval. The Trainer shall not adopt or use any variation of the PSAI's name or any trademarks or service marks of the PSAI without the PSAI's express prior written consent. The Trainer agrees to include on all displays of the PSAI name or any trademarks or service marks of the PSAI to learners or any third-parties all notices and legends required by applicable law or regulations to preserve and protect all of the PSAI's right, title and interest in such names, trademarks or service marks.

ARTICLE 5: PAYMENTS

Section 5.1 In exchange for the rights conferred by this Agreement upon the Trainer, upon execution and delivery of this Agreement to the PSAI, the Trainer has paid tuition for the Program, and agrees to follow the requirements for registering learners and receiving fees as described on page 2 of this document.

Section 5.2 The Trainer shall maintain records regarding the training sessions and workshops that Trainer holds as a PSAI Trainer, including, the date, time and location of any such training session or workshop, and the number of attendees. This information shall be provided to the PSAI on a quarterly basis at the address set forth in Section 8.5.

ARTICLE 6: INDEMNIFICATION

Section 6.1 The Trainer shall indemnify and hold the PSAI its officers, employees and agents harmless from and against, any loss, cost, liability, claim, damage, expense (including, without limitation, reasonable attorneys' fees and disbursements), penalty or fine incurred in connection with or arising from any loss, damage or injury, whether physical (including, without limitation, death), economic or otherwise, to any third party arising from, about or concerning its

Trainers' use of the Licensed Materials or any duty, right or obligation or breach thereof by the Trainer arising from this Agreement. The obligations of this Section 6.1 shall survive the termination of this Agreement. For the avoidance of doubt, nothing in this Section 6.1 shall require the PSAI to be indemnified from any third-party claim that the Licensed Materials infringe upon such party's intellectual property rights.

ARTICLE 7: TERMINATION; INJUNCTION

Section 7.1 The PSAI shall have the right to terminate this Agreement if there is a material breach of any of the Trainer's obligations hereof and the Trainer fails to cure such breach within ten (10) days of the date of written notice by the PSAI.

Section 7.2 The Trainer expressly agrees that monetary damages would be inadequate to compensate the PSAI for any breach of the Trainer's covenants and agreements set forth in this Agreement. Accordingly, the Trainer agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to the PSAI and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the PSAI shall each be entitled to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Trainer, without the necessity of proving actual damages.

ARTICLE 8: MISCELLANEOUS PROVISIONS

Section 8.1 This Agreement contains the complete understanding and agreement between the Parties concerning the training of the Trainer and his/her use of the Licensed Materials and shall, as of the Effective Date, supersede all previous oral and/or written and all contemporaneous oral negotiations, commitments, writings and understandings between the Parties regarding the subject matter hereof. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included herein nor has either party relied on any such representation in entering into this Agreement.

Section 8.2 This Agreement may only be modified by a writing signed by both Parties. Any rights, duties or obligations hereunder may only be waived by a writing signed by the party waiving such rights, duties or obligations.

Section 8.3 The unenforceability or invalidity of any term, provision or section of this Agreement shall not affect the validity or enforceability of the remaining terms, provisions, or sections hereof, but such remaining terms, provisions or sections shall be construed and interpreted in such a manner as to carry out fully the intent of the Parties hereto.

Section 8.4 This Agreement shall be governed by, and construed in accordance with, the laws of the Minnesota (without regard to any conflict of laws principle or other provision

that might refer the governance or the construction of this Agreement to the law of any other jurisdiction). The Parties agree that any dispute related to or arising out of this Agreement shall be resolved through binding arbitration which shall be conducted in the State of Minnesota. In the event of a dispute regarding this Agreement, the prevailing party shall be entitled to recover its attorney's fees and costs associated with the dispute.

Section 8.5 Any and all notices, demands, requests and other communications hereunder shall be in writing, and shall be given by certified mail, postage prepaid or by nationally recognized air courierservice to the addressee of the other Party at the address of such other Party set forth below:

If to the PSAI:

PSAI
2626 E. 82nd St, Ste 175
Bloomington, MN 55425

If to Trainer:

Any such notice, demand, request or other communication shall become effective when received (or refused) by the addressee, provided that any notice, demand, request or other communication that is received (or refused) other than during regular business hours of the recipient on a business day shall be deemed to have been given at the opening of business on the next business day. From time to time, either Party may designate a new address for purposes of notice hereunder by notice to such effect to the other Party.

Section 8.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

Section 8.7 The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 8.8 Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, the Trainer shall not be deemed or considered an employee, partner or joint venturer of the PSAI and shall not hold itself/himself/herself out to be an employee, partner or joint venturer of the PSAI. Further, for the avoidance of any doubt, the Trainer shall not, as a result of this Agreement, be an agent of The PSAI or have any

authority, express or implied, by implication or otherwise, to enter into contracts on behalf of or otherwise in any way bind or obligate the PSAI in any fashion.

Section 8.9 Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party.

Section 8.10 This Agreement shall be construed fairly as to all Parties and not in favor of or against any party, regardless of which party prepared the Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

THE PSAI, a Minnesota nonprofit corporation

Signature: _____

Name: _____

Title: _____

TRAINER, an individual

Signature _____

Name: _____

Member Company: _____

Exhibit B

Licensed Materials

The PSAI's Basic Service Technician training series course materials:

- Printed Train the Trainer (TTT) Materials Kit including:
 - TTT course handouts related to training tips and techniques
 - Printed trainer manuals for three Basic Service Technician training courses
 - Printed participant guide for three Basic Service Technician training courses, including handouts

- Access to a DropBox from which the following may be downloaded:
 - PowerPoint presentations for each course
 - Trainer evaluation form