



APPROVED INSTRUCTOR AGREEMENT

THIS APPROVED INSTRUCTOR AGREEMENT (“Agreement”) dated _____, 20____ (the “Effective Date”) is made between MESS MINISTRIES, INC. (MM), and _____ (the “APPROVED INSTRUCTOR”), for the purpose of establishing the terms and conditions under which an APPROVED INSTRUCTOR may deliver MESS training and use MESS curriculum and materials.

In consideration of the mutual obligations specified in this Agreement, the parties, intending to be legally bound hereby, agree to the following:

1. Intellectual Property.

MM has created and continues to create various materials, including but not limited to instructional textbooks containing content covered in classes to facilitate peer support training (the “Material”) and has created a course curriculum using the Material (the “Curriculum”). The APPROVED INSTRUCTOR agrees that MM is the owner of the Material and Curriculum and any and all copyright, patent, trade secret, trademark, moral, termination, authorship, right of publicity, and other proprietary rights (collectively the “Intellectual Property Rights”) related to the Material and Curriculum.

MM grants the APPROVED INSTRUCTOR, individually and not the agency / organization, a limited, nonexclusive, non-transferable license to use the Material and Curriculum, subject to the terms and conditions outlined in this Agreement and the Approved Instructor Training Program (AIP), for the training of _____ employees specific to _____ agency / organization.

The APPROVED INSTRUCTOR’S right to use and print the Material and the Curriculum is limited to the Permitted Use and all rights not specifically granted by this agreement and the AIP are reserved. At all times, such portions of the Material and Curriculum provided by MM to the APPROVED INSTRUCTOR shall be displayed together with the trademarks and other notices as are provided by MM and the APPROVED INSTRUCTOR agrees not to alter or delete any such notices.



2. Standard of Services.

- (a)** The APPROVED INSTRUCTOR may only provide training, print, and disseminate materials specific to the course the instructor was approved to deliver.
- (b)** The APPROVED INSTRUCTOR shall perform all work at the standard of care and skill demonstrated in the Approved Instructor Training Program (AITP). Approved Instructors are entrusted to deliver MESS training with fidelity to the Curriculum, professionalism, sound judgment, and respect for the dignity and agency of participants and those they are being equipped to care for.
- (c)** The APPROVED INSTRUCTOR (or agency / organization) is responsible for providing the tools, equipment, and supplies necessary to deliver the training. MM will provide APPROVED INSTRUCTORS the necessary Materials / Curriculum electronically through a web-based learning platform. Any printing of these Materials / Curriculum will be at the expense of the APPROVED INSTRUCTOR (or agency / organization).
- (d)** The APPROVED INSTRUCTOR shall attend recertification training every three (3) years to maintain approved instructor status with MM.

3. Training Administration and Fees.

- (a)** The APPROVED INSTRUCTOR is responsible for scheduling each training, to include (but not limited to): securing training space, marketing to potential students, registration of class, etc. The APPROVED INSTRUCTOR agrees to register each class through a registration portal provided by MM. The APPROVED INSTRUCTOR agrees to pay a \$250.00 registration fee to MM for each class (unless other arrangements have been made).
- (b)** The APPROVED INSTRUCTOR agrees to a licensing fee of \$45.00 per student (12-student minimum) to MM for use of student materials (unless other arrangements have been made).
- (c)** The APPROVED INSTRUCTOR is not entitled to receive any compensation from MM. The APPROVED INSTRUCTOR may choose to charge a fee for training. When this is the case, the APPROVED INSTRUCTOR is responsible for reporting any income / earnings as required by local, state and federal tax law.



4. NONDISCLOSURE.

(a) The APPROVED INSTRUCTOR understands that they shall not disclose to any third party confidential or proprietary information belonging to MM, including, without limitation, nonpublic curriculum and instructor resources, business practices, pricing and financial information, partner or client information, research and development, and other information identified or reasonably understood to be confidential (“Confidential Information”). This obligation also applies to confidential information MM receives from others under an obligation of confidentiality.

(b) Upon termination or expiration of this Agreement for any reason, the APPROVED INSTRUCTOR agrees to cease using Materials / Curriculum.

5. INDEMNIFICATION / RELEASE.

The APPROVED INSTRUCTOR agrees to take all necessary precautions to prevent injury (physical, emotional, mental or otherwise) to any persons or damage to property during the term of this Agreement, and shall indemnify, defend and hold harmless MM, its founders from any claim, liability, loss, cost, damage, judgment, settlement or expense (including attorney’s fees) resulting from or arising in any way out of injury (including death) to any person or damage to property arising in any way out of any act, error, omission or negligence on the part of the APPROVED INSTRUCTOR or the APPROVED INSTRUCTOR’S Agency / Organization in the performance or failure to fulfill any Services or obligations under this Agreement.

6. TERMINATION.

(a) This Agreement shall be effective on the date hereof and shall continue until terminated by either party upon 7 business days written notice.

(b) MM reserves the right to suspend or revoke APPROVED INSTRUCTOR status when an instructor fails to maintain curriculum fidelity, professional or ethical standards, administrative requirements, or conduct consistent with the responsibilities of an APPROVED INSTRUCTOR. Grounds may include, but are not limited to, violating



confidentiality, inappropriate conduct (including physical aggression or sexual advances), failure to register a class, or failure to complete required class critiques / feedback.

7. GENERAL.

(a) This Agreement does not create an obligation on MM to continue the relationship with the APPROVED INSTRUCTOR beyond this Agreement's termination. This Agreement may not be changed unless mutually agreed upon in writing by both parties.

(b) Approved Instructor status carries both professional responsibility and stewardship of the MESS approach. The APPROVED INSTRUCTOR is expected to demonstrate trustworthiness, dependability, respect, humility, compassion, and conduct consistent with the helping posture taught throughout MESS training. MM reserves the right to suspend or revoke APPROVED INSTRUCTOR status when an instructor's conduct materially conflicts with these standards or the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Approved Instructor Agreement.

APPROVED INSTRUCTOR:

MESS MINISTRIES, INC.:
