INSTITUTIONAL TRAINER LICENCE AND SERVICES AGREEMENT

AVYON CONSULTING PTY LTD ACN 655 791 076

And

[FULL LEGAL NAME OF UNIVERSITY / HIGHER EDUCATION PROVIDER] ABN/ACN [insert] of [address] (Institution)

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DATE: 2026

PARTIES

AVYON CONSULTING PTY LTD ACN 655 791 076 of Suite 1105/109 Pitt Street, Sydney, NSW, 2000

(Avyon)

[FULL LEGAL NAME OF UNIVERSITY/HIGHER EDUCATION PROVIDER] ABN/ACN [insert] of [address]

(Institution)

BACKGROUND

A. Avyon has developed training, resources and methodologies concerning gender-based violence and responding to disclosures, including a train-the-trainer program for approved personnel.

B. The Institution wishes to have selected personnel trained by Avyon and, during the Licence Term, to use those approved personnel to deliver the Program within the Institution for the Authorised Purpose.

C. The parties intend that the licence and access rights are granted to the Institution, not personally to any Nominated Trainer. Each Nominated Trainer must also sign Avyon's Nominated Trainer Agreement before receiving access to the Materials or delivering the Program.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement:

Approved Session means a delivery of the Program by an Approved Trainer to the Authorised Audience in accordance with this Agreement.

Approved Trainer means a Nominated Trainer approved by Avyon who has completed the Initial Training and remains authorised under this Agreement and the applicable Nominated Trainer Agreement.

Authorised Audience means the persons specified in Item 7 of Schedule 1.

Authorised Purpose means internal delivery of the Program by Approved Trainers to the Authorised Audience for the Institution, and no other purpose.

Business Day means a day other than a Saturday, Sunday or public holiday in New South Wales.

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Contextualised Materials means any Materials which incorporate or are presented together with Institution Materials, including Institution policies, procedures, referral pathways, contact information, branding or other institution-specific information.

Initial Training means Avyon's two-day train-the-trainer program described in Item 3 of Schedule 1.

Institution Materials means all materials, information, policies, procedures, branding, intellectual property and other content supplied by or on behalf of the Institution which does not comprise or derive from the Materials.

Licence Term means the period specified in Item 5 of Schedule 1, subject to earlier suspension or termination under this Agreement.

Mandatory Update means any update, module, training, assessment or other requirement which Avyon identifies in writing as mandatory for an Approved Trainer to retain approval to deliver the Program.

Materials means all training workbooks, facilitator guides, slides, templates, handouts, online resources, member-portal content, updates, know-how, branding and other materials supplied or made available by Avyon in connection with the Program.

Nominated Trainer means an employee, officer, contractor or other individual nominated by the Institution for training and approval by Avyon.

Program means the Avyon train-the-trainer program identified in Item 2 of Schedule 1 and the associated Materials, as updated by Avyon from time to time.

1.2 In this agreement, unless the contrary intention appears:

(a) a reference to:

(i) this agreement or another document includes any variation or replacement of it notwithstanding any change in the identity of the parties;

(ii) any statute, ordinance, code or other law includes regulations and other statutory instruments under any of them and consolidations, amendments re-enactments or replacement of any of them;

(iii) a person, firm, corporation, association or government body includes any other of them;

(iv) a person includes the person's successors, executors, administrators, substitutes (including a person who becomes a party by novation) and assigns;

(v) a time is a reference to Sydney time unless otherwise specified;

(vi) a right includes a benefit, remedy, authority, discretion and power;

(b) the singular includes the plural and vice versa;

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(c) headings shall not affect the construction;

(d) if the day on which:

(i) anything, other than a payment, is to be done is not a Business Day, that thing shall be done on the preceding Business Day; and

(ii) a payment is to be made is not a Business Day it shall be made on the next Business Day but if the next Business Day falls in the next calendar month it shall be made on the preceding Business Day; and

(e) if an act is required to be done on a particular day, and the act is done after 5.00pm on that day, it shall be deemed to have been done on the following day.

2. APPOINTMENT AND SCOPE

2.1 The Institution appoints Avyon to provide the Initial Training and related access described in this Agreement, and Avyon accepts that appointment on these terms.

2.2 The Program is a train-the-trainer program. Completion of the Initial Training does not of itself give an individual any independent right to use, commercialise, teach, sublicense or represent ownership of the Program or Materials.

2.3 Unless Item 8 of Schedule 1 expressly states that a defined exclusivity applies, the appointment and licence are non-exclusive and Avyon may provide the Program or similar services to any other person or institution.

3. NOMINATED TRAINERS: NOMINATION, DUE DILIGENCE AND APPROVAL

3.1 The Institution may nominate individuals for the Initial Training by providing Avyon with the information reasonably requested to assess suitability, including role, qualifications, experience, relevant training, responsibilities and contact details.

3.2 The Institution must undertake its own reasonable due diligence before nominating an individual and must only nominate a person whom it reasonably considers suitable to deliver sensitive training concerning gender-based violence and disclosures.

3.3 Avyon may approve or decline a nomination, acting reasonably and having regard to matters relevant to the Program, including the individual's role, experience, communication skills, professional conduct, capacity to learn and apply the Program, and suitability to deliver sensitive content.

3.4 Avyon may require further information or a discussion with a proposed Nominated Trainer before approval. The Institution must not represent that a person is approved until Avyon confirms approval in writing.

3.5 Each approved Nominated Trainer must sign a Nominated Trainer Agreement in the form required by Avyon before receiving portal access, Materials or authority to deliver the Program.

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3.6 **Individual approval**

Approval is personal to the Approved Trainer and is not transferable, substitutable or capable of being shared with another person.

3.7 **Additional and replacement trainers**

If the Institution wishes to nominate any additional or replacement trainer during the Licence Term:

(a) the Institution must nominate that person in accordance with this clause 3;

(b) the person must satisfy Avyon's then-current approval requirements;

(c) Avyon may require the person to complete the Initial Training or other training reasonably required by Avyon before being approved; and

(d) the Institution must pay the applicable training, assessment and licence fees notified by Avyon.

3.8 **No automatic replacement**

The cessation, withdrawal or revocation of an Approved Trainer does not entitle the Institution to nominate or train a replacement person without payment of the applicable fees, unless otherwise agreed by Avyon in writing.

3.9 **Register of Approved Trainers**

Avyon may maintain a register of Approved Trainers. The Institution must promptly notify Avyon of any change to the employment, engagement, role or contact details of an Approved Trainer which may affect that person's approval.

4. INITIAL TRAINING AND DELIVERY BY AVYON

4.1 Avyon will provide the Initial Training to the approved Nominated Trainers on the dates and at the location or delivery mode agreed by the parties.

4.2 The Initial Training comprises two training days. Avyon may make reasonable changes to sequencing, examples, activities, resources, delivery methods or the allocation of content across those days where those changes do not materially reduce the substance of the Program.

4.3 The Institution must ensure each Nominated Trainer attends and participates in the whole Initial Training, completes any mandatory workbook or online components, and satisfies any reasonable completion requirements notified by Avyon.

4.4 **Completion does not constitute independent qualification**

Completion of the Initial Training does not of itself:

(a) constitute the award of any formal qualification, professional accreditation or certification;

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(b) authorise a Nominated Trainer to deliver the Program unless and until Avyon confirms that person's approval in writing; or

(c) authorise an Approved Trainer to certify, approve or train any other person to become an Approved Trainer.

4.5 **Failure to complete requirements**

If a Nominated Trainer does not attend the whole of the Initial Training or does not satisfactorily complete a mandatory component, Avyon may require that person to complete additional training or assessment before approval is given. Any additional training may be subject to Avyon's then-current fees.

5. FEES AND PAYMENT

5.1 The Institution must pay the fees in Item 4 of Schedule 1. Unless otherwise stated, fees are exclusive of GST and the Institution must pay any applicable GST in addition.

5.2 Unless otherwise agreed in writing, Avyon may invoice on confirmation of the cohort and invoices are payable within 30 days of issue.

5.3 **Training Fees**

The fees payable for the Initial Training are:

(a) for a public course conducted by Avyon, $5,995 plus GST per Nominated Trainer; and

(b) for an in-house course conducted for an Institution, $4,995 plus GST per Nominated Trainer, subject to a minimum booking of ten (10) Nominated Trainers.

Where an in-house course is booked, the Institution must pay fees equivalent to not less than ten (10) Nominated Trainers, irrespective of whether fewer than ten (10) Nominated Trainers ultimately attend, unless otherwise agreed by Avyon in writing.

5.4 Travel, accommodation, venue, catering and other disbursements are excluded and payable in addition as specified in Item 4 of Schedule 1.

5.5 **Final participant numbers**

The Institution must confirm the final number and identity of Nominated Trainers by the date specified in Item 10 of Schedule 1. Unless Avyon agrees otherwise in writing, the fees payable will not be reduced because a confirmed Nominated Trainer subsequently withdraws, does not attend or fails to complete the Initial Training.

5.6 **Substitutions**

Before the Initial Training commences, the Institution may request that one Nominated Trainer be substituted for another. Any substitution is subject to Avyon approving the replacement person under clause 3 and may be subject to any reasonable administrative or additional training costs notified by Avyon.

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5.7 **Cancellation and rescheduling by Institution**

If the Institution cancels or requests rescheduling of the Initial Training, it must pay:

(a) any cancellation or rescheduling fee specified in Item 4 of Schedule 1; and

(b) any travel, accommodation, venue, contractor or other third-party costs reasonably incurred by Avyon which are non-refundable or cannot reasonably be avoided.

5.8 **Cancellation or rescheduling by Avyon**

If Avyon is unable to provide the Initial Training on the agreed date, Avyon may reschedule the Initial Training to a mutually convenient date. If the parties cannot reasonably agree on an alternative date, Avyon must refund any fees paid for services which have not been provided, but is not liable for indirect or consequential costs incurred by the Institution.

5.9 **Late payment**

An amount not paid when due bears interest from its due date until payment at a rate equal to 2 percentage points below the rate prescribed from time to time under the Uniform Civil Procedure Rules 2005 (NSW) for the purposes of section 101 of the Civil Procedure Act 2005 (NSW), or such other rate specified in Item 4 of Schedule 1.

5.10 **Suspension for non-payment**

Without limiting any other right, Avyon may withhold training, approval, Materials, portal access, renewal or any other service while any undisputed amount remains overdue.

6. INSTITUTIONAL LICENCE

6.1 Subject to payment of all amounts due and continued compliance with this Agreement, Avyon grants the Institution a limited, revocable, non-transferable licence during the Licence Term to permit Approved Trainers to use the Materials solely for the Authorised Purpose.

6.2 The licence is held by the Institution. No Nominated Trainer or Approved Trainer acquires any ownership interest or independent licence in the Program or Materials.

6.3 The Institution must not, and must ensure its personnel do not, sell, sublicense, publish, commercially exploit, distribute externally, upload to a public website or learning repository, or otherwise make the Materials available to any person except as expressly permitted by this Agreement.

6.4 The Institution may reproduce or display Materials only to the extent reasonably necessary for an Approved Trainer to deliver an Authorised Session to the Authorised Audience and subject to any usage directions, attribution requirements or technical controls notified by Avyon.

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6.5 The Institution must not materially alter, adapt, translate, rebrand or create derivative training from the Materials without Avyon's prior written consent, except for minor contextualisation expressly permitted by Avyon.

6.6 **No train-the-trainer rights**

An Approved Trainer may deliver the Program to the Authorised Audience but must not use the Program or Materials to train, certify, accredit or otherwise authorise any other person to deliver the Program or any substantially similar program.

6.7 **Limited institutional use**

Subject to this Agreement, the licence permits Approved Trainers to deliver the Program throughout the Institution named in Item 1 of Schedule 1 to the Authorised Audience.

The licence does not extend to any related body corporate, affiliated college, subsidiary, controlled entity, external organisation or third party merely because it is associated with the Institution.

6.8 **No external or commercial delivery**

The Institution must not permit an Approved Trainer to:

(a) deliver the Program to third parties;

(b) provide the Program as a commercial service;

(c) charge a fee for access to the Program; or

(d) use the Program in any consulting, private practice or external business,

unless Avyon has first agreed in writing to that use.

6.9 **Recordings and repositories**

The Institution must not, and must ensure Approved Trainers do not, without Avyon's prior written consent:

(a) audio or video record the Initial Training or an Approved Session;

(b) upload facilitator Materials to an institution-wide learning management system, SharePoint site, Teams channel or other repository accessible by persons other than Approved Trainers;

(c) make any facilitator-only Materials available to participants; or

(d) remove or obscure any copyright, trade mark or proprietary notice appearing on the Materials.

6.10 **Artificial intelligence and automated systems**

The Institution must not, and must ensure that its Approved Trainers and personnel do not, upload, submit, disclose or make available any Material or substantial part of

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the Program to any generative artificial intelligence system, large language model, machine learning system or other automated content generation or training system for the purpose of:

(a) training, developing or improving that system;

(b) generating a substitute, derivative or competing training program;

(c) summarising or reproducing facilitator-only Materials for unauthorised use; or

(d) otherwise exploiting Avyon's intellectual property,

without Avyon's prior written consent.

7. MEMBER PORTAL, RESOURCES AND UPDATES

7.1 During the Licence Term, Avyon may provide Approved Trainers with controlled access to a member portal or other online repository containing Materials and updates.

7.2 Portal credentials are personal to the Approved Trainer and must not be shared. Avyon may change the portal, format of Materials or method of access from time to time.

7.3 Avyon may update the Program and Materials from time to time. The Institution must ensure Approved Trainers use the then-current version when delivering the Program after Avyon has notified the Institution of a material update.

7.4 Any mandatory workbook, online module or update identified by Avyon forms part of the Program requirements.

7.5 **Mandatory Updates**

Avyon may designate an update as a Mandatory Update where Avyon reasonably considers the update necessary because of a material change to the Program, law, accepted practice, participant safety, evidence base or delivery methodology.

7.6 **Completion of Mandatory Updates**

The Institution must ensure each Approved Trainer completes a Mandatory Update within the period reasonably specified by Avyon.

7.7 **Suspension pending completion**

If an Approved Trainer does not complete a Mandatory Update within the required period, that person's authority to deliver the Program is automatically suspended until the requirement has been completed to Avyon's reasonable satisfaction.

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8. DELIVERY STANDARDS AND INTEGRITY OF THE PROGRAM

8.1 The Institution must ensure that only Approved Trainers deliver the Program and that they do so consistently with the Program, Materials, Avyon's reasonable directions and the Institution's own applicable policies and support pathways.

8.2 The Institution is responsible for the venue, participant management, local policies, referral pathways, welfare and operational arrangements for each session delivered internally.

8.3 The Program is educational training. It is not legal, medical, psychological, counselling or crisis-response advice and must not be represented as such.

8.4 The Institution must promptly notify Avyon of any material complaint about an Approved Trainer's delivery, any misuse of the Materials, or any matter which may materially affect the integrity or reputation of the Program.

8.5 **Sensitive subject matter**

The Institution acknowledges that the Program addresses sensitive subject matter and that participants may make disclosures of personal experiences, safety concerns, gender-based violence, sexual harm or other sensitive matters during or following an Approved Session.

8.6 **Institution responsibility**

The Institution is responsible for ensuring that, before any Approved Session is delivered:

(a) appropriate participant welfare and support arrangements are in place;

(b) Approved Trainers understand the Institution's applicable policies, reporting obligations, escalation processes and referral pathways;

(c) participants are given appropriate information about available support services; and

(d) the Institution has appropriate processes for responding to disclosures or safety concerns.

8.7 **Responsibility for disclosures**

Unless expressly engaged to provide separate services, Avyon is not responsible for managing, investigating, reporting or responding to a particular disclosure made to an Approved Trainer or the Institution.

The Institution remains responsible for determining and complying with its legal, regulatory and institutional obligations arising from any disclosure or incident.

8.8 **Emergency and professional assistance**

Nothing in the Program is intended to replace emergency assistance, medical care, counselling, legal advice, psychological treatment or other professional services. The

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Institution and Approved Trainers must refer participants to appropriate services where reasonably required.

9. QUALITY ASSURANCE AND MONITORING

9.1 The Institution must use reasonable endeavours to ensure that Approved Trainers maintain the quality and integrity of the Program.

9.2 On reasonable notice, Avyon may:

(a) request reasonable information concerning how the Program is being delivered;

(b) request confirmation of Approved Sessions delivered and approximate participant numbers;

(c) review participant evaluation information which is available to the Institution, provided personal or sensitive information is not disclosed unless lawful and necessary;

(d) observe an Approved Session, either in person or remotely, where reasonably practicable and subject to applicable privacy laws, confidentiality obligations and the Institution's reasonable participant-notification requirements; and

(e) discuss delivery and implementation with an Approved Trainer.

9.3 If Avyon reasonably identifies a material issue concerning delivery, Avyon may require the Institution or Approved Trainer to undertake reasonable remedial steps, including coaching, further training, a Mandatory Update or temporary suspension of delivery.

9.4 Avyon must exercise its rights under this clause reasonably and, where practicable, in a manner which minimises disruption to the Institution.

10. INTELLECTUAL PROPERTY

10.1 Avyon retains all right, title and interest in the Program, Materials, methodologies, know-how, branding, updates and all intellectual property rights in them, including any modifications or updates created by Avyon during the Licence Term.

10.2 Except for the limited licence in clause 6, no intellectual property right is assigned or transferred to the Institution or any Nominated Trainer.

10.3 If the Institution or an Approved Trainer provides feedback or suggestions about the Program, Avyon may use that feedback to improve the Program, provided Avyon does not disclose the Institution’s confidential information in doing so.

10.4 **Institution Materials**

The Institution retains ownership of all intellectual property rights in the Institution Materials.

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10.5 **Contextualisation**

The Institution may incorporate Institution Materials into or alongside the Materials only:

(a) in the slide or other component specifically identified by Avyon for contextualisation; or

(b) otherwise with Avyon's prior written consent.

Permitted contextualisation may include Institution policies, procedures, reporting pathways, referral pathways, support services, contact details and branding.

Contextualisation does not:

(a) transfer ownership of any Avyon intellectual property to the Institution;

(b) give Avyon ownership of the underlying Institution Materials; or

(c) permit the Institution to alter the substantive content, methodology or learning objectives of the Program without Avyon's prior written consent.

10.6 **Derivative and competing materials**

The Institution must not use the Materials, Program structure, methodology or facilitator resources to develop, commission or procure a training program which reproduces or is substantially derived from the Program other than as expressly permitted by this Agreement.

10.7 **Protection of intellectual property**

The Institution must promptly notify Avyon if it becomes aware of any actual or suspected unauthorised copying, disclosure, use or infringement of the Materials.

The parties acknowledge that damages may not be an adequate remedy for unauthorised use or disclosure of the Materials and that Avyon may seek injunctive or other equitable relief.

11. APPROVED TRAINERS AND CESSATION OF ROLE

11.1 An Approved Trainer may only deliver the Program while that person remains employed or engaged by the Institution in a role approved for that purpose and remains in good standing under this Agreement and the Nominated Trainer Agreement.

11.2 If an Approved Trainer ceases employment or engagement with the Institution, changes role so that the approval is no longer appropriate, or is otherwise withdrawn from the Program, that person's authority and access end immediately unless Avyon agrees otherwise in writing.

11.3 The Institution must notify Avyon promptly of any cessation or relevant role change and must ensure the former Approved Trainer ceases using the Materials, no longer

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holds themselves out as an Avyon-approved trainer through the Institution, and returns or securely deletes Materials as directed by Avyon.

12. CHECK-INS, REFRESHER TRAINING AND RENEWAL

12.1 Avyon may offer optional check-ins, implementation support, coaching or other support during the Licence Term. Unless Item 11 of Schedule 1 states otherwise, those services are optional and may be subject to a separate scope and fee.

12.2 The licence expires at the end of the Licence Term unless renewed in writing. Avyon may make renewal conditional on refresher training, completion of updated modules, continued suitability of Approved Trainers, compliance history and payment of Avyon's then-current renewal fees.

12.3 Renewal does not occur automatically. The parties should discuss renewal sufficiently before expiry to allow any refresher requirements to be completed.

13. INSTITUTION OBLIGATIONS

13.1 The Institution must:

(a) provide accurate information about Nominated Trainers and notify Avyon of material changes;

(b) ensure Approved Trainers have appropriate time, facilities and institutional support to deliver the Program;

(c) maintain appropriate policies, procedures, referral pathways and participant support arrangements relevant to the subject matter of the Program;

(d) ensure the Program and Materials are used only within the authorised scope;

(e) comply with applicable laws, privacy obligations, workplace requirements and institutional policies; and

(f) not make any representation that Avyon endorses the Institution, any person or any broader program except as expressly agreed in writing.

13.2 **Program records**

The Institution must maintain reasonable records during the Licence Term sufficient to identify:

(a) its current Approved Trainers; and

(b) any material complaint, incident or concern relevant to delivery of the Program.

The Institution must also provide Avyon, on reasonable request, with reasonable information concerning the number of Approved Sessions delivered and approximate participant numbers where reasonably required for licence administration, quality assurance or Program evaluation.

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13.3 **No unnecessary sensitive information**

Nothing in clause 13.2 requires the Institution to provide Avyon with participant names, personal disclosures, case records or other sensitive information unless disclosure is lawful, reasonably necessary and requested by Avyon.

13.4 **Cooperation**

The Institution must provide reasonable information from the records referred to in clause 13.2 if reasonably required by Avyon to administer the licence, assess compliance or investigate a material complaint.

14. CONFIDENTIALITY AND PRIVACY

14.1 Each party must keep the other party's confidential information confidential and may use it only for performing this Agreement, except to the extent disclosure is required by law or to professional advisers who are bound by confidentiality obligations.

14.2 Each party must comply with applicable privacy laws in relation to personal information handled under this Agreement. The Institution authorises Avyon to collect and use the contact and professional information of Nominated Trainers for training administration, access control, support, compliance and renewal purposes and the Institution will ensure all consents are duly obtained.

14.3 Neither party is required to disclose to the other any personal disclosure, case information or sensitive information about a participant unless there is a lawful and necessary reason to do so. De-identified information should be used wherever reasonably practicable.

15. BRAND AND PUBLICITY

15.1 Neither party may use the other party's name, logo or trade marks in public advertising, media, endorsements or promotional material without prior written consent, except for factual internal references necessary to describe the Program. Avyon may take and use photographs or video footage from Initial Training conducted by Avyon for Avyon's business, marketing, social media and promotional purposes.

15.2 The Institution must ensure that any permitted reference to an Approved Trainer accurately describes the trainer's status and does not imply ownership of, or independent accreditation in, the Program.

16. WARRANTIES, RESPONSIBILITY AND LIMITATIONS

16.1 Avyon will provide the Initial Training with due care and skill. Except for rights that cannot lawfully be excluded, Avyon does not warrant that the Program will produce any particular institutional, behavioural, legal or participant outcome.

16.2 The Institution remains responsible for its own policies, legal compliance, participant support, employment decisions, safeguarding procedures and the acts and omissions of its personnel when delivering the Program.

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16.3 To the maximum extent permitted by law, neither party is liable to the other for indirect or consequential loss, loss of profit, loss of opportunity or loss of goodwill arising from this Agreement, except to the extent such limitation is prohibited by law or the loss results from fraud, wilful misconduct or infringement/misuse of intellectual property or confidential information.

16.4 Subject to clause 16.3 and any liability that cannot be limited by law, Avyon's aggregate liability arising out of or in connection with this Agreement is limited to the fees paid or payable by the Institution under this Agreement in the 12 months preceding the event giving rise to the claim.

16.5 **Institution indemnity**

To the extent permitted by law, the Institution indemnifies Avyon and its officers, employees and contractors against any loss, liability, damage, cost or claim suffered or incurred arising from:

(a) delivery of the Program by an Approved Trainer;

(b) use of the Program or Materials outside the scope authorised by this Agreement;

(c) any material alteration, contextualisation or representation made by the Institution or an Approved Trainer which has not been authorised by Avyon;

(d) the Institution's management of participants, disclosures, welfare, safeguarding, reporting or referral obligations;

(e) a breach by the Institution or its personnel of clause 6, 9, 10, 13 or 14; or

(f) any negligent, unlawful or wilful act or omission of the Institution or an Approved Trainer,

except to the extent the relevant loss was caused or contributed to by the negligence, breach of this Agreement or wilful misconduct of Avyon.

16.6 **Application of liability cap**

The limitation in clause 16.4 does not apply to:

(a) fraud or wilful misconduct;

(b) infringement or unauthorised use of intellectual property rights;

(c) breach of confidentiality; or

(d) liability under the indemnity in clause 16.5.

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17. SUSPENSION AND TERMINATION

17.1 Either party may terminate this Agreement by written notice if the other party commits a material breach and fails to remedy that breach within 10 Business Days after receiving written notice requiring remedy, where the breach is capable of remedy.

17.2 Avyon may suspend access to the Materials or the authority of an Approved Trainer immediately where Avyon reasonably considers suspension necessary to protect participants, the integrity of the Program, confidential information or intellectual property while a concern is investigated.

17.3 Avyon may revoke an individual's approval if the individual materially misuses the Materials, materially departs from the Program after warning, engages in serious misconduct relevant to their role, fails a mandatory refresher requirement, or is no longer reasonably suitable to deliver the Program.

17.4 The Institution may cease nominating or using an Approved Trainer at any time, but fees already incurred remain payable and no refund is due except as expressly agreed in writing.

17.5 **Immediate termination by Avyon**

Avyon may terminate this Agreement immediately by written notice if:

(a) an undisputed amount remains unpaid for more than 30 Business Days after Avyon has given written notice requiring payment;

(b) the Institution commits a material breach of Avyon's intellectual property or confidentiality rights which is not capable of remedy;

(c) the Institution knowingly permits unauthorised persons to deliver the Program;

(d) the Institution or its personnel engage in fraud or wilful misconduct materially connected with the Program;

(e) the Institution becomes insolvent or enters external administration, subject to any restriction imposed by law; or

(f) continued performance would require Avyon to act unlawfully.

17.6 **Reputational or participant safety concerns**

Where Avyon reasonably considers that conduct connected with the Institution's delivery of the Program creates a material and objectively identifiable risk to participant safety, the integrity of the Program or Avyon's reputation, Avyon may immediately suspend the relevant trainer, session or licence while the matter is investigated.

Avyon may terminate this Agreement if the concern is substantiated and cannot reasonably be remedied.

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18. CONSEQUENCES OF EXPIRY OR TERMINATION

18.1 On expiry or termination, the Institution must cease permitting delivery of the Program and use of the Materials and must ensure that all Approved Trainers cease delivering the Program and using the Materials, except to the extent Avyon gives written permission for a defined transition period.

18.2 Avyon may disable portal access. The Institution must, and must ensure that each Approved Trainer does, return or securely delete Materials that Avyon identifies as restricted or non-retainable, subject to any applicable legal record-retention obligation.

19. GENERAL

19.1 Amendment

This Agreement may only be amended by written agreement of all parties.

19.2 Assignment

A party shall not deal with any part of its rights or obligations under this agreement without the prior written consent of all other parties.

19.3 Remedies cumulative

The rights provided under this agreement are cumulative and not exclusive of any rights provided by law.

19.4 Counterparts

This agreement may be executed in any number of counterparts and all counterparts taken together shall constitute one and the same instrument.

19.5 Waiver

(a) A right in favour of a party under this agreement may be waived prospectively or retrospectively by writing signed by that party.

(b) No other act, omission or delay by a party shall constitute a waiver of a right.

(c) A single or partial exercise or waiver by a party of any right relating to this agreement shall not prevent any other exercise of that right or the exercise of any other right.

19.6 Entire Agreement

This agreement supersedes all prior representations, arrangements, understandings and agreements between the parties and represents the entire, complete and exclusive understanding and agreement between the parties relating to the subject matter of this agreement, and the parties acknowledge and agree that they have not relied on any written or oral representation, arrangement, understanding or agreement not expressly set out or referred to in this agreement.

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19.7 **Severance**

If any provision of this agreement shall be or be determined to be illegal, invalid, void or voidable the legality or validity of the remainder of this agreement shall not be affected and shall continue in full force and effect.

19.8 **No Merger**

Notwithstanding termination of this agreement, all covenants, undertakings and representations given or made by any party under or by this agreement and all obligations of any party under this agreement which are of a continuing nature or are not fully satisfied and discharged on termination shall not merge on termination and shall remain in full force and effect.

19.9 **Force majeure**

Neither party is liable for delay or failure to perform an obligation, other than an obligation to pay money already due, to the extent caused by an event outside that party's reasonable control.

The affected party must:

(a) notify the other party as soon as reasonably practicable;

(b) use reasonable endeavours to minimise the effect of the event; and

(c) resume performance as soon as reasonably practicable.

If the event prevents the Initial Training from proceeding, the parties must use reasonable endeavours to agree a replacement date.

19.10 Clauses concerning intellectual property, confidentiality, accrued payment obligations, limitations of liability and any provision intended by its nature to survive continue after expiry or termination.

19.11 **Governing Law**

(a) This agreement shall be governed by and construed in accordance with the laws of New South Wales.

(b) The parties each irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of New South Wales whether State or Federal and each waives any immunity or any objection it may have to any action in those courts and to a claim that any action has been brought in an inconvenient forum or to those courts not having jurisdiction.

19.12 **Good Faith**

The parties expressly agree that they shall act in good faith in relation to their dealings with each other in relation to this agreement and shall do all acts and things reasonably necessary to give effect to the intention of the parties in entering into this agreement and fulfilling its terms.

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19.13 **Announcements**

A public announcement in connection with this agreement or any transaction contemplated by it must be agreed by the parties before it is made, except if required by law or a regulatory body (including a relevant stock exchange), in which case the party required to make an announcement must, to the extent practicable, first consult with and take into account the reasonable requirements of each other party.

19.14 **Purchase orders**

Any purchase order, procurement document, supplier portal term or other administrative document issued by the Institution is for administrative purposes only and does not amend, supplement or replace this Agreement unless Avyon expressly agrees to that amendment in writing.

19.15 **Notices**

A notice under this Agreement must be in writing and sent to the notice details specified in Item 1 of Schedule 1. A notice sent by email is taken to be received when the sender's system records successful transmission, unless the sender receives a delivery failure notification.

19.16 **Dispute resolution**

Except where urgent interlocutory or equitable relief is sought, a party must not commence court proceedings concerning a dispute arising under this Agreement unless:

(a) it has given the other party written notice identifying the dispute;

(b) senior representatives of the parties have met or conferred in good faith to attempt to resolve the dispute; and

(c) if the dispute remains unresolved for 10 Business Days, either party may refer the dispute to mediation administered by the Resolution Institute or another mediator agreed by the parties.

19.17 **Further assurances**

Each party must do all things reasonably necessary to give effect to this Agreement.

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SCHEDULE 1

Item	Particulars	
1	**Institution and Notice Details**	Full legal name, ABN/ACN, address, contact person, email and phone
2	**Program**	Train the Trainer – Responding to Disclsoures
3	**Initial Training**	Two-day train-the-trainer program; dates: [insert]; location: [insert]
4	**Fees and Payment**	Initial Training fee: [insert] Pricing basis / cohort tier: [insert] GST: exclusive of GST Travel/accommodation/venue/catering: [included / payable in addition] Cancellation/rescheduling charges: [insert] Additional/replacement trainer fee: [insert] Alternative late-payment interest rate: [insert / not applicable]
5	**Licence Term**	Commencement: [insert]; Expiry: [insert]
6	**Approved Institution**	As named in Item 1
7	**Authorised Audience**	[insert]
8	**Exclusivity**	None – the appointment and licence are non-exclusive.
9	**Initial Nominated Trainers**	[insert]
10	**Final participant confirmation date**	[insert]
11	**Included support/check-ins**	None unless otherwise agreed / [insert any included support]
12	**Special Conditions**	[insert / none]

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EXECUTION

EXECUTED by AVYON CONSULTING PTY LTD ACN 655 791 076 by its authorised officers pursuant to Section 127 of the *Corporations Act* 2001)
)
)

_____
Kim Copeland
Sole Director/Secretary

Executed by [INSTITUTION NAME]:

_____ _____
Signature Name / authorised signatory

[authorised signatory]

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