# NOMINATED TRAINER AGREEMENT

AVYON CONSULTING PTY LTD ACN 655 791 076

And

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

And

[FULL NAME] of [address / role] (Trainer)

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**DATE:** **2026**

## PARTIES

**AVYON CONSULTING PTY LTD ACN 655 791 076** of Suite 1105, 109 Pitt Street, NSW, 2204

(**Avyon**)

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

(**Institution**)

**[FULL NAME]** of [address / role]

(**Trainer**)

## BACKGROUND

A. Avyon and the Institution have entered into an Institutional Trainer Licence and Services Agreement (Master Agreement) under which the Institution may nominate suitable personnel to complete Avyon's Program and, if approved, deliver the Program internally.

B. The Institution has nominated the Trainer and the Trainer wishes to participate in the Program and, if approved, act as an Approved Trainer for the Institution.

C. The parties acknowledge that the Institution holds the relevant licence. The Trainer receives only a personal, conditional authority to access and use the Materials for the Institution while this Agreement remains in force and does not acquire any independent licence or other right to use, commercialise, reproduce, adapt, sublicense or otherwise exploit the Program or Materials.

## 1. Definitions

1.1 Approved Session, Approved Trainer, Authorised Audience, Authorised Purpose, Business Day, Initial Training, Materials and Program have the meanings given in the Master Agreement.

1.2 **Mandatory Update** means any update, module, training, assessment or other requirement identified by Avyon as mandatory for an Approved Trainer to retain approval to deliver the Program.

1.3 **Institution Role** means the Trainer's employment, engagement or other role with the Institution described in Schedule 1.

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1.4 Unless the context requires otherwise, a reference in this Agreement to the Master Agreement includes that agreement as amended, renewed or replaced from time to time, provided that no amendment, renewal or replacement of the Master Agreement materially increases the Trainer's personal obligations under this Agreement without the Trainer's written agreement.

## 2. Nomination and approval

2.1 The Institution nominates the Trainer for the Program and confirms that it has undertaken reasonable due diligence and considers the Trainer suitable to deliver sensitive training concerning gender-based violence and responding to disclosures.

2.2 The Trainer confirms that the information provided about their role, qualifications, experience and suitability is accurate and complete in all material respects.

2.3 The Trainer does not become an Approved Trainer until Avyon confirms approval in writing after completion of the Initial Training and any other mandatory components.

2.4 Avyon may decline or defer approval where Avyon reasonably considers that further training, information, support or assessment is required.

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

2.6 Completion of the Initial Training does not of itself:

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

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

(c) authorise the Trainer to train, certify, accredit, approve or otherwise authorise another person to deliver the Program.

## 3. Training and ongoing requirements

3.1 The Trainer must attend and participate in the Initial Training, complete the mandatory workbook and online components, and comply with reasonable instructions given by Avyon in connection with the Program.

3.2 The Trainer must complete any refresher training, material update or other mandatory requirement reasonably specified by Avyon as a condition of continuing approval. Without limiting this clause, the Trainer must complete each Mandatory Update within the period reasonably specified by Avyon.

3.3 Optional check-ins, coaching or implementation support may be made available by Avyon or arranged by the Institution. Unless expressly stated otherwise, they are not a substitute for a mandatory refresher requirement or Mandatory Update.

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3.4 If the Trainer does not complete a Mandatory Update or other mandatory requirement within the required period, the Trainer's authority to deliver the Program may be suspended until the requirement has been completed to Avyon's reasonable satisfaction.

## 4. Scope of authority

4.1 While approved, the Trainer may use the Materials only on behalf of the Institution, within the Institution Role, for the Authorised Purpose and for the Authorised Audience and only at the Institution authorised under the Master Agreement.

4.2 The Trainer has no independent licence or ownership interest in the Program or Materials and must not use the Program for another employer, client, consultancy, private practice or business without Avyon's prior written consent and an appropriate licence arrangement.

4.3 The Trainer must not represent themselves as an employee, partner, agent or representative of Avyon, or as holding any qualification or accreditation broader than the status expressly confirmed by Avyon.

4.4 The Trainer must not use the Program or Materials to train, certify, accredit, approve or otherwise authorise another person to deliver the Program or any substantially similar program.

4.5 Unless Avyon gives prior written consent, the Trainer must not:

(a) deliver the Program to any person outside the Authorised Audience;

(b) provide the Program as a commercial service;

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

(d) use the Program in connection with any external consulting, private practice or other business activity.

## 5. Materials, portal access and intellectual property

5.1 All intellectual property rights in the Program and Materials remain owned by Avyon or its licensors. The Trainer receives only the limited use rights set out in this Agreement and the Master Agreement. The Trainer acquires no right, title or interest in the Program, Materials, methodologies, know-how, branding or intellectual property embodied in them.

5.2 Portal credentials and Materials provided to the Trainer are personal and confidential.

The Trainer must not:

(a) share portal credentials;

(b) provide Materials to any unauthorised person;

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(c) upload Materials to any publicly accessible repository;

(d) copy or distribute Materials except as reasonably required for an Approved Session; or

(e) permit facilitator-only Materials to be accessed by persons other than Approved Trainers or authorised administrative personnel.

5.3 Facilitator Materials may be stored on an Institution learning management system, SharePoint site, Teams channel or other electronic repository where access is appropriately restricted. .

5.4 The Trainer must use the current version of the Materials and must not materially alter, translate, rebrand or create derivative training from them without Avyon's prior written consent, except for minor contextualisation expressly permitted by Avyon. Any contextualisation must remain within the scope permitted under the Master Agreement and must not materially alter the substantive content, methodology or learning objectives of the Program.

5.5 The Trainer must immediately notify Avyon and the Institution of any suspected unauthorised access, copying, disclosure or misuse of the Materials.

5.6 The Trainer must not, without Avyon's prior written consent:

(a) audio or video record the Initial Training or any delivery of the Program;

(b) reproduce facilitator-only Materials other than to the extent reasonably necessary for an authorised delivery of the Program;

(c) provide facilitator-only Materials to participants or any other unauthorised person; or

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

5.7 The Trainer must not upload, submit, disclose or otherwise make available any Material or substantial part of 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 any substitute, derivative or competing training program;

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

(d) otherwise exploiting Avyon's intellectual property,

unless Avyon has first given its written consent.

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## 6. Delivery obligations

6.1 When delivering the Program, the Trainer must:

(a) deliver the Program faithfully and consistently with the Materials and Avyon's reasonable directions;

(b) use appropriate professional judgment and maintain respectful, trauma-informed and safe delivery practices appropriate to the subject matter;

(c) comply with the Institution's applicable policies, participant support processes and referral pathways;

(d) avoid presenting the Program as legal, medical, psychological, counselling or crisis-response advice;

(e) not make unauthorised promises, warranties or representations on behalf of Avyon; and

(f) promptly raise with the Institution and, where appropriate, Avyon any material concern about delivery, participant safety or misuse of the Program.

6.2 The Trainer acknowledges that participants may make disclosures concerning personal experiences, safety concerns, gender-based violence, sexual harm or other sensitive matters during or following delivery of the Program.

6.3 Before delivering the Program, the Trainer must familiarise themselves with the Institution's applicable:

(a) policies and procedures for responding to disclosures;

(b) reporting and escalation requirements;

(c) participant welfare and safeguarding arrangements; and

(d) internal and external referral pathways and support services.

6.4 Where a disclosure, participant welfare issue or safety concern arises, the Trainer must comply with the Institution's applicable processes and any applicable legal obligations and, where reasonably appropriate, refer the participant to suitable professional or emergency services.

6.5 Approval as an Approved Trainer does not, of itself, authorise or qualify the Trainer to provide legal advice, medical treatment, counselling, psychological treatment, crisis-response services or any other professional service.

6.6 Nothing in this clause prevents the Trainer from providing any such service in another capacity where the Trainer is separately qualified, authorised or engaged to do so.

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## 7. Status, monitoring and withdrawal of approval

7.1 Avyon may review the Trainer's approval where reasonably necessary to protect participants, the integrity of the Program, Avyon's intellectual property or reputation. For that purpose, the Trainer must reasonably cooperate with Avyon in connection with quality assurance, compliance and investigation of any material concern relating to the Trainer's delivery of the Program.

7.2 Without limiting clause 7.1, Avyon may, on reasonable notice where practicable:

(a) request reasonable information concerning how the Trainer is delivering the Program;

(b) discuss delivery and implementation of the Program with the Trainer;

(c) observe an Approved Session, whether in person or remotely, where reasonably practicable; and

(d) require reasonable remedial steps, coaching, further training or a Mandatory Update where Avyon reasonably identifies a material issue concerning delivery.

7.3 Avyon may suspend or revoke approval if the Trainer materially misuses the Materials, materially departs from the Program after warning, engages in serious misconduct relevant to the role, fails a Mandatory Update or mandatory refresher requirement, or is no longer reasonably suitable to deliver the Program. Avyon may also immediately suspend the Trainer's approval or access to Materials while a concern is investigated where Avyon reasonably considers immediate suspension necessary to protect participants, the integrity of the Program, confidential information, intellectual property or Avyon's reputation.

7.4 Where practicable and appropriate, Avyon will give the Trainer and Institution a reasonable opportunity to respond before revoking approval, except where immediate suspension is reasonably required.

7.5 The Institution may withdraw its nomination of the Trainer at any time. If it does so, the Trainer's authority under this Agreement ends immediately unless Avyon otherwise agrees in writing.

## 8. If the Trainer leaves or changes role

8.1 The Trainer's authority under this Agreement is linked to the Institution Role. It ends immediately if the Trainer ceases employment or engagement with the Institution, leaves the approved role, or the Institution withdraws the nomination, unless Avyon agrees otherwise in writing.

8.2 On cessation, the Trainer must immediately stop delivering the Program, stop holding themselves out as an Approved Trainer for the Institution, cease accessing the portal, and return or securely delete Materials as directed by Avyon or the Institution. The

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Trainer must also remove or cease using any reference, description or representation which states or implies that the Trainer remains authorised to deliver the Program.

8.3 The Trainer's approval does not automatically transfer to another employer or institution. If the Trainer moves to another institution that holds a current licence with Avyon, the Trainer may continue as an Approved Trainer only with Avyon's prior written approval and subject to any reasonable refresher or update requirements.

8.4 The Trainer must promptly notify Avyon if they become aware that their employment, engagement, Institution Role or other circumstances have changed in a manner which may materially affect their approval or suitability to deliver the Program.

## 9. Confidentiality and privacy

9.1 The Trainer must keep confidential all non-public Materials, portal content, methods and other confidential information of Avyon and the Institution and use them only for the purposes of this Agreement. The Trainer must take reasonable steps to protect that information from unauthorised access, use, copying or disclosure.

9.2 The Trainer consents to Avyon collecting and using professional and contact information reasonably required to administer training, portal access, approval, support, compliance and renewal.

9.3 Nothing in this Agreement requires the Trainer to disclose to Avyon personal or sensitive participant information unless disclosure is lawful and reasonably necessary. De-identified information should be used wherever practicable.

9.4 The Trainer must comply with applicable privacy laws and the Institution's applicable privacy and information-handling policies when handling personal or sensitive information obtained in connection with the Program.

9.5 Nothing in this Agreement prevents the Trainer or Institution from recording, retaining, using or disclosing participant information where required or permitted by law or by the Institution's applicable policies, procedures, safeguarding obligations or reporting requirements.

However, except where required by law or reasonably necessary for participant safety or administration of the Program, the Trainer must not provide Avyon with participant names, personal disclosures, case records or other sensitive information.

Where information is provided to Avyon, de-identified information should be used wherever reasonably practicable.

## 10. Term and priority

10.1 This Agreement starts when signed by all parties and continues until it expires or is terminated in accordance with this Agreement. The Trainer's authority to deliver the Program only commences when Avyon confirms the Trainer's approval in writing.

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10.2 This Agreement automatically ends when the Master Agreement or the Institution's licence ends, or when clause 8 applies.

10.3 If there is an inconsistency between this Agreement and the Master Agreement concerning the scope of the Institution's licence, the Master Agreement prevails. The Trainer remains personally bound by the obligations in this Agreement that apply to the Trainer. For clarity, nothing in the Master Agreement gives the Trainer any greater right to use the Program or Materials than is expressly provided under this Agreement.

10.4 Clauses concerning intellectual property, confidentiality, cessation of use and any provision intended by its nature to survive continue after this Agreement ends. This includes clauses 4.2, 4.4, 5, 8.2, 8.3 and 9 and any accrued rights arising before termination.

10.5 Avyon may terminate this Agreement by written notice to the Trainer and Institution if:

(a) the Trainer commits a material breach of this Agreement which is capable of remedy and fails to remedy that breach within 10 Business Days after receiving written notice requiring remedy;

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

(c) the Trainer knowingly permits an unauthorised person to access or use the Program or Materials;

(d) the Trainer engages in fraud, wilful misconduct or serious misconduct materially connected with the Program;

(e) the Trainer is no longer reasonably suitable to deliver the Program; or

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

Nothing in this clause limits Avyon's right to suspend the Trainer under clause 7.

## 11. General

11.1 **Variation**

This Agreement may only be varied by written agreement of Avyon and the Trainer.

11.2 **No assignment**

The Trainer must not assign, transfer, sublicense or otherwise deal with any right or obligation under this Agreement without Avyon's prior written consent.

11.3 **Entire agreement**

This Agreement, together with the provisions of the Master Agreement expressly incorporated into it, constitutes the entire agreement between the parties in relation to

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the Trainer's approval and use of the Program and Materials and supersedes any prior understanding or arrangement concerning that subject matter.

11.4 **Waiver**

A failure or delay by a party in exercising a right under this Agreement does not operate as a waiver of that right. A waiver is effective only if given in writing by the party granting the waiver.

11.5 **Severance**

If any provision of this Agreement is invalid, illegal or unenforceable, that provision is to be read down to the extent necessary to make it valid and enforceable and, if it cannot be read down, it is severed without affecting the remaining provisions.

11.6 **Notices**

A notice under this Agreement must be in writing and may be given by email to the email address most recently notified by the relevant party for that purpose. 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.

11.7 **Governing law**

This Agreement is governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

11.8 **Counterparts and electronic execution**

This Agreement may be signed electronically and in counterparts.

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# Schedule 1 - Trainer Details

**ITEM 1:** INSTITUTION

**ITEM 2:** TRAINER NAME

**ITEM 3:** POSITION/INSTITUTION ROLE

**ITEM 4:** WORK EMAIL/PHONE

**ITEM 5:** INITIAL TRAINING DATES

**ITEM 6:** PROGRAM

Avyon Responding to Disclosures Train-the-Trainer Program

**ITEM 7:** AUTHORISED AUDIENCE

[insert / as specified in the Master Agreement].

**ITEM 8:** APPROVAL DATE

[to be completed by Avyon after completion / approval]

**ITEM 9:** APPROVAL EXPIRY

[expiry date / the date on which the applicable Institution licence expires, subject to earlier suspension, revocation or termination and completion of all applicable Mandatory Updates and refresher requirements]

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**EXECUTION**

**Executed by the Company**

| | |
|---|---|
| **EXECUTED** by **AVYON CONSULTING PTY LTD ACN 655 791 076** by its authorised officers pursuant to Section 127 of the *Corporations Act* 2001 (Cth) | ) ) ) |
| | Kim Copeland<br>Director |
| By signing below, the Trainer acknowledges that they have read and understood this Agreement and agree to be bound by its terms in favour of Avyon Consulting Pty Ltd. | ) ) |
| Signature of witness | Signature |
| Print name of witness | Print name of signatory |

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