

MEDIATOR SKILLS TRAINER / COACH / ASSESSOR CONTRACT

by and between

CONFLICT DYNAMICS Pty Ltd

("Conflict Dynamics")

and

.....

("the Faculty member")

(collectively referred to as "the Parties")

WHEREAS:

- A. The Faculty member has successfully completed training in the coaching and assessment methods used by Conflict Dynamics, and in the case of a trainer has successfully completed training in training-for-learning methodology.
- B. The Faculty member has agreed to perform mediator skills training / coaching / assessing services ("the Services") under the auspices of and/or on behalf of Conflict Dynamics from time to time.
- C. The Parties have agreed on the terms and conditions that shall govern the provision of the Services, and the Parties wish to record the terms of their agreement in writing.

1. ENGAGEMENT

- 1.1 The Faculty member hereby agrees to perform the Services on behalf of Conflict Dynamics to Conflict Dynamics' clients on the terms and conditions contained in this agreement.
- 1.2 The Parties agree that the Faculty member is acting as an independent contractor and that no employment relationship will come into existence between Conflict Dynamics and the Faculty member.

- 1.3 The Faculty member shall not be considered an agent of Conflict Dynamics and shall not hold [herself/himself] out to be an agent of Conflict Dynamics. The Faculty member shall not have authority to act or purport to act as agent for Conflict Dynamics and shall not pledge the credit of Conflict Dynamics nor incur any debts, liabilities or obligations on behalf of Conflict Dynamics.

2. TERM

This agreement shall come into effect on the date of signature (“the Commencement Date”) and, shall remain in effect indefinitely subject to the provisions of clause 13 below. The period of the agreement shall be referred to as “the Contract Term”.

3. THE SERVICES

- 3.1 The Faculty member shall, as agreed with Conflict Dynamics from time to time, perform the Services on behalf of Conflict Dynamics to Conflict Dynamics’ clients.
- 3.2 The Faculty member shall undertake to make themselves available to perform the Services for no fewer than 6 days per annum. When performing the Services, the Faculty member shall:
- 3.2.1 adhere to the Conflict Dynamics Faculty Guidelines as amended from time to time;
 - 3.2.2 provide the Services to the best of [her/his] ability;
 - 3.2.3 use the assets of Conflict Dynamics and/or Conflict Dynamics’ client(s) entrusted to [her/him], if any, with the utmost care; and
 - 3.2.4 act in good faith towards Conflict Dynamics and/or its client(s) in all dealings and transactions whatsoever relating to Conflict Dynamic’s business and interests.

4. COMMUNICATION

The Faculty member is required to have [her/his] own fax, cell phone and email address.

The trainer / coach / assessor's contact details are as follows:

Address:

E-mail:

5. SUPPORT, DEVELOPMENT AND QUALITY CONTROL

5.1 Faculty meetings and workshops will be conducted at least four times a year for the purposes of reviewing with Conflict Dynamics and the work of Faculty and for continuous professional development. The Faculty member shall be required to attend at least two of meetings and workshops, unless there is good cause not to.

5.2 John Brand, Felicity Steadman and Marion Shaer of Conflict Dynamics will be available by telephone or email to give professional support to the Faculty member whenever necessary.

5.3 The Faculty member shall be expected to demonstrate a commitment to [her/his] continuing development.

6. FEE AND TAX

6.1 Unless agreed otherwise, as consideration for the performance of the Services, Conflict Dynamics shall pay the Faculty member a fee of R10 000 per trainer / coaching / assessing day, which shall include all preparation and presentation costs, ("the Fee") less such deductions as Conflict Dynamics is required to make in terms of the Income Tax Act, 1962 ("the Income Tax Act"), if any.

6.2 The Fee shall be exclusive of VAT.

6.3 The Faculty member shall be responsible for any and all income tax due to the Receiver of Revenue in terms of the Income Tax Act in respect of the performance of the Services.

- 6.4 Unless agreed otherwise, the Faculty member shall be entitled to a cancellation fee of 50% of the Fee if a course is cancelled within 7 (seven) days of its due date of commencement.

7. INVOICING AND EXPENSES

- 7.1 Unless otherwise agreed the Conflict Dynamics Invoicing, Fees and Expenses Guidelines, as amended from time to time, shall apply.
- 7.2 In order to be reimbursed for [her/his] travelling and/or accommodation expenses incurred in the course of Faculty work, the Faculty member shall submit to Conflict Dynamics expense reports or substantiation of expenses in writing.
- 7.3 Conflict Dynamics shall reimburse the Faculty member in accordance with this clause 7 within 30 (thirty) days of receipt of payment by Conflict Dynamics in respect of the performance of the Services from its client.

8. PAYMENT

- 8.1 The Faculty member shall keep an accurate record of time spent on the performance of the Services under this agreement, which shall be available to Conflict Dynamics upon request.
- 8.2 The Faculty member shall submit an invoice to Conflict Dynamics setting out the Fee in relation to the performance of the Services within seven (7) days of the performance of the Services.
- 8.3 Conflict Dynamics shall pay the Fee within 30 days of receipt of all written assessments due by the Faculty member and after payment by its client.

9. CONDUCT AND STANDARD OF CARE

As a Conflict Dynamics Faculty member the Faculty member will conduct [herself/himself] at all times in such a manner as to enhance the reputation of Conflict Dynamics and to provide the Services with reasonable care, skill and professionalism to the best of [her/his] ability.

10. NON-SOLICITATION AND CONFLICTS OF INTEREST

- 10.1 To avoid any possible conflicts of interest the Faculty member who is a lead trainer may not, without Conflict Dynamics' prior written consent, which consent shall not be unreasonably withheld, at any time during the period of this agreement work as lead trainer on a mediator training course provided by other training provider;
- 10.2 To avoid any possible conflicts of interest the Faculty member may not, without Conflict Dynamics' prior written consent, which consent shall not be unreasonably withheld, at any time during the period of this agreement, solicit training or dispute resolution work, including mediation, from any person, firm or corporation to whom the Faculty member has been introduced in [her/his] capacity as a Conflict Dynamics' trainer / coach / assessor.
- 10.3 The Faculty member is required to immediately discuss with Conflict Dynamics any conflicts of interest or potential conflicts of interest that emerge in [her/his] relationship with Conflict Dynamics and other organisations, in particular those relating to training, coaching and assessing mediators.

11. COPYRIGHT

- 11.1 The copyright, design rights and other intellectual property rights in respect of any materials used in connection with this agreement shall remain the property of Conflict Dynamics and shall not be copied or used without the written permission of Conflict Dynamics.
- 11.2 Should the Faculty member develop new materials for and on behalf of Conflict Dynamics the copyright of those materials are, to the extent that they do not vest automatically in Conflict Dynamics, hereby irrevocably ceded and assigned to Conflict Dynamics. The Faculty member agrees to sign all documents and do all things necessary, at the cost of Conflict Dynamics, to obtain or record such intellectual property rights in any intellectual property register in the world.
- 11.3 Conflict Dynamics shall pay the Faculty member an agreed fee prior to the development of materials being undertaken, for such development work.

11.4 The provisions of this clause shall remain in force both during and after termination of this agreement.

12. INSURANCE

12.1 The Faculty member shall be covered by the Conflict Dynamics professional indemnity insurance cover only when undertaking activities in respect of Conflict Dynamics' appointments during the term of this agreement.

13. TERMINATION

13.1 During the Contract Term, either Party may terminate this agreement summarily for grounds recognised in law or by giving the other 3 (three) months' notice in writing.

14. WHOLE AGREEMENT

This agreement sets out the entire agreement of the Parties and supersedes all prior agreements and understandings relating to its subject matter.

15. VARIATION OF AGREEMENT

No variation, addition to or cancellation of this agreement and no waiver of any right in terms of this agreement shall be of any force and effect unless reduced to writing and signed by or on behalf of both Parties to this agreement.

16. APPLICABLE LAW

This agreement shall be governed and construed in accordance with the law of the Republic of South Africa.

Thus done and signed at _____ on this the _____ day of _____ 20____.

FJ Steadman.

for Conflict Dynamics

Faculty member