

## INTER-INSTITUTIONAL AGREEMENT

This Inter-Institutional Agreement ("**Agreement**") is made and entered into November 16, 2017 ("**Effective Date**") by and between:

**CENTRE HOSPITALIER UNIVERSITAIRE SAINTE-JUSTINE**, a legal person governed by *An Act Respecting Health Services and Social Services*, RLRQ, c.S-4.2, a law of Quebec, Canada, having its head office at 3175 Côte-Sainte-Catherine Road, Montreal, Quebec H3T 1C5 Canada ("**CHU Sainte-Justine**"), and;

**Patricia Conrod, PhD**, a researcher having privileges of research at CHU Sainte-Justine, having an office at CHU Sainte-Justine at 33175 Côte-Sainte-Catherine Road, Montreal (QC) H3T 1C5 ("**Dr. Conrod**"), and;

**LEGAL NAME**, *Type of organization* having its principal place of business at *address* ("**Site**"), and;

(CHU Sainte-Justine, Dr. Conrod and Site are referred to in this Agreement individually as a "**Party**" and collectively as the "**Parties**").

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**WHEREAS** the Dr. Conrod has developed an effective preventive intervention program for at-risk adolescents that aims to delay the first drug use by adolescents (the "**PREVENTURE Program**");

**WHEREAS** Dr. Conrod is coordinating the implementation of the PREVENTURE Program;

**WHEREAS** CHU Sainte-Justine is the coordinating centre of the PREVENTURE Program (hereinafter the "**Coordinating Centre**");

**WHEREAS** Site, as a voluntary organization, promotes the mental health of all and supports the resilience and recovery of individuals experiencing mental illness. The Site accomplishes this mission through advocacy and education.

**WHEREAS** Site wishes to engage the collaboration of Dr. Conrod and Coordinating Centre to obtain PREVENTURE Program Facilitator training from Dr. Conrod to train participants to become PREVENTURE Facilitators;

**NOW THEREFORE**, in consideration of the premises and mutual promises and covenants set out in this Agreement, the Parties hereto agree as follows:

### 1. Responsibilities of the Parties

1.1. Dr. Conrod shall:

- a) Perform or assign someone to perform the PREVENTURE Program Facilitator training on *dates* to *number* participants at *address*;

- b) Provide **number** Facilitator's Guides for the PREVENTURE Program Facilitator training;
- c) Perform or identify the person who will perform the PREVENTURE Program Facilitator Supervised Practice; and
- d) Provide Annual Training to Trainer in accordance with section "Annual Partnership & Training Fee" of schedule A.

1.2. The Site shall:

- a) Select **number** professionals with school counselling experience to participate in the PREVENTURE Program Facilitator training (the "Participants");
- b) Provide Dr. Conrod with a list of the Participants' name and contact information;
- c) Provide Dr. Conrod or the person performing the training with the appropriate facilities for performance of the training;
- d) Pay the fees as indicated in section 2 *Budget and Payments*;
- e) Purchase all PREVENTURE manuals from Dr. Conrod;
- f) Only allow or authorize Certified Facilitators to perform PREVENTURE Program. Certified Facilitators shall mean an individual who completed the PREVENTURE Program Facilitator training and who is continuing training in accordance with section "Annual Partnership & Training Fee" of schedule A;

Select applicable clauses:

- g) Be responsible for the Participants' registration to PREVENTURE's annual partnership activities in accordance with section "Annual Partnership & Training Fee" of schedule A for the purpose of continuing training;
- h) in the event Participant is no longer employed by Site, provide him/her with a copy of a Facilitator Agreement provided to Site by Dr. Conrod and obtain their signature;
  - i. return signed copies to Dr. Conrod;
  - ii. advise departing Participant of his/her obligation to purchase all PREVENTURE manuals from Dr. Conrod.
- h) provide Participants, whom are not employees of Site, with a copy of the Facilitator Agreement herein attached at Schedule B and obtain their signature. Signed copies shall be returned to Principal Investigator;
- h) ensure Participants, whom are employees of Site, adhere to the terms of the Facilitator Agreement;

**2. Budget and Payments (in U.S. Dollars)**

<b>Item/Service</b>	<b>Cost</b>	<b>Total Cost</b>	<b>Payment Date</b>
PREVENTURE Program Facilitator training (two (2) day program)	\$2,400.00 for up to 4 people  \$450.00/pp for each additional person	---	Upon signature of this Agreement
PREVENTURE Facilitator's Guides	\$100.00 each	---	Upon signature of this Agreement
Supervised Practice for PREVENTURE Program Facilitator training	\$500.00 (five hundred dollars) per Participant	---	Upon signature of this Agreement
PREVENTURE Student Manual	---	+ shipping fees	Upon receipt of invoice
Cost of travel to Site		invoiceable - not to exceed \$5,000.00.	Upon receipt of invoice
Annual partnership and training fees for certified facilitator	300\$ per certified facilitator	---	April 1 of every year following certification of facilitator  *Failure to pay Licensing fees shall suspend this Agreement in accordance with section 9.2.

**For any additional Student Manuals:**

<b>Costs of student manuals (in US dollars)</b>			
Number of Manuals	>400	200-399	<200
Price per manual	\$12.00	\$18.00	\$22.00

\*Manuals may not be sold individually. They are only sold in packages of 10 per personality type.

\*\*Manuals are non-refundable.

\*\*Manuals must be purchased from Dr. Conrod and may not be purchased from third parties.

\*\*\*To place an order, you may email Dr. Conrod at patricia.conrod@umontreal.ca specifying the quantity of manuals required, the billing address and the shipping address. Please note that you will be responsible for the shipping cost.

### **Payment information**

Site shall make cheques payable to: **CHU Sainte-Justine**

Cheques shall be mailed to: Mrs. Yun Gao

CHU Sainte-Justine, local 1.17.026  
3175 chemin de la Côte Sainte-Catherine,  
Montreal (QC) H3T 1C5

With mention of **Agreement No. E...**

### **3. Privacy Laws and Protection of Personal Health Information**

The Parties shall adhere to and comply with all applicable laws and regulations regarding protection of personal information.

### **4. Confidentiality**

The Site and its employees and agents (collectively "**Recipient**") shall not disclose to any third party or use for any purpose other than in the fulfillment of their respective obligations in performing the PREVENTURE Program, or as otherwise expressly permitted by this Agreement, any confidential or proprietary data, records, or other information disclosed to Site by or on behalf of CHU Sainte-Justine or Dr. Conrod, or generated in connection with the PREVENTURE Program (hereinafter, collectively "**Information**"), without the prior written consent of CHU Sainte-Justine and Dr. Conrod. Such Information shall remain confidential and proprietary of CHU Sainte-Justine and Dr. Conrod, and shall be disclosed by Site only to individuals involved in the PREVENTURE Program at the Site on a "need to know" basis. All obligations of confidentiality hereunder shall apply indefinitely.

Notwithstanding the foregoing, the foregoing obligations of confidentiality and nondisclosure shall not apply to:

- (a) Information that is or becomes publicly available through no fault of Recipient;
- (b) Information that is disclosed to Recipient by a third Party legally entitled to disclose such information;
- (c) Information that is already known to Recipient as demonstrated by its/his/her prior written records; or

- (d) Information that is independently developed by Recipient without the use or benefit of Information, as evidenced by Recipient's prior written records.

Notwithstanding the foregoing, Information may be disclosed by Recipient to the extent:

- a. Recipient is required to disclose Information by law (i.e., required by statute, regulation, order of a Court of competent jurisdiction or order of a regulatory authority); provided, however, that notice of such required disclosure is given by Recipient to CHU Sainte-Justine and Dr. Conrod, in advance of such disclosure to the extent possible in the circumstances, and otherwise forthwith, and Recipient takes all reasonable steps to limit the scope of such disclosure to only include that portion that is required by law to be disclosed, and cooperate reasonably with CHU Sainte-Justine in its efforts to so limit such disclosure;
- b. Information is reasonably required to be disclosed to potential participants and/or their lawful representatives as part of the informed consent process; or to participants who are or were enrolled in the PREVENTURE Program, and/or their lawful representatives, where necessary to maintain informed consent or as the information relates to the participant's health, safety or diagnosis.

## **5. Intellectual Property**

- 5.1 The Site understands that the intellectual property (copyright, etc.) related to PREVENTURE material, including but not limited to manuals, guides and power point presentation ("**PREVENTURE Material**") belongs to the Dr. Conrod, CHU Sainte-Justine and other employees or entities with which the Dr. Conrod and the CHU Sainte-Justine collaborate, collaborated or are bound by contracts.
- 5.2 The Site agrees to use the PREVENTURE Manuals provided by the Dr. Conrod and CHU Sainte-Justine restrictively, only for the purposes of PREVENTURE Program performance.

## **6. Representations and Warranties**

- 6.1 The Site represents and warrants to the Coordinating Centre and the Dr. Conrod that:
  - a) Site is not a party to or subject to any agreement, policy, funding arrangement or other constraint of any kind that would preclude them from entering into or fulfilling his obligations under this Agreement;
  - b) Site undertakes not to enter into any agreement or funding arrangement that would preclude them from fulfilling his obligations under this Agreement; and
  - c) the execution and delivery of this Agreement has been authorized by all corporate or administrative action necessary on the part of the Site, and this Agreement, when executed, will constitute a valid and binding obligation of the Site.

## **7. Liability, Indemnification and Insurance**

7.1 (i) Each Party assumes its/his/her own liability for any damages, losses or costs arising out of suits or claims on account of injuries (including death) or damage to property to the extent that such injuries or damage arise out of its/his/her activities or the activities of those for whom in law it/he/she is responsible; and

(ii) No Party or its/his/her trustees, directors, officers, employees, and agents (the “**first Party**”) shall be liable to any other Party (the “**second Party**”) for any damages, losses or costs arising out of suits or claims brought by the second Party or made against the second Party except to the extent caused by negligence or wilful misconduct on the part of the first Party.

(iii) No Party shall be responsible for any lost profits, lost opportunities, or other indirect or consequential damages suffered by another Party.

## **8. Termination, Suspension, Expiration**

8.1 This Agreement shall be effective as of the Effective Date and continue in full force and effect, subject to payment of licensing fees as indicated in section 2, or until termination in accordance to section 8.3 of this Agreement.

8.2 Failure to pay licensing fees shall automatically suspend this Agreement for one (1) year. The Agreement shall automatically expire after failure to pay licensing fees for two (2) consecutive years.

8.3 Each Party to this Agreement reserves the right to terminate this Agreement on thirty (30) days written notice to the other Parties.

8.2 Termination, suspension or expiration of this Agreement shall not affect the survival and continuing validity of sections 2 (Budget and Payments), 3 (Privacy Laws), 4 (Confidentiality), 5 (Intellectual Property), 7 (Liability, Indemnification and Insurance), 8 (Termination) and 10 (General), nor of any other provision which is expressly or by implication intended to continue in force after such termination or expiration. Further, termination shall not relieve the Parties of any obligations which have already accrued. No termination hereunder shall constitute a waiver of any rights or causes of action that any Party may have based upon events occurring prior to the termination date.

## **9. Notice**

9.1 All notices to be delivered hereunder may be delivered only by personal delivery or by registered or certified mail, or courier, all postage and other charges prepaid, or by facsimile, to the Parties at the addresses set forth below or at such other address as any Party may hereinafter designate in writing to the others.

To Dr. Conrod:  
Patricia Conrod, PhD  
CHU Sainte-Justine, Suite A.17.100  
3175 Côte-Sainte-Catherine Road,  
Montreal (Quebec) H3T 1C5  
Tel: (514) 345-4931, ext 4051  
Email: [patricia.conrod@umontreal.ca](mailto:patricia.conrod@umontreal.ca)

With a copy to the attention of CHU Sainte-Justine

To CHU Sainte-Justine:  
Sylvie Cossette, CPA  
Associate Director  
CHU Sainte-Justine, Suite 1-17.012  
3175 Côte-Sainte-Catherine Road,  
Montreal (Quebec) H3T 1C5  
Tel: (514) 345-4931 ext. 5777  
Email: [sylvie.cossette@recherche-ste-justine.qc.ca](mailto:sylvie.cossette@recherche-ste-justine.qc.ca)

With a copy to the attention of Dr. Conrod

To Site:  
**Name:**  
**Address:**  
**Tel:**  
**Email:**

## 10. General

- 10.1. This Agreement may be amended only by further written agreement signed by each of the Parties or their duly authorized representatives.
- 10.2. Except as set out herein, the Parties may not assign or subcontract any portion or the entirety of this Agreement without the prior written consent of the other Parties. Subject to any limitations otherwise expressed herein, this Agreement shall endure to and be binding upon the Parties hereto and their respective successors, heirs and permitted assigns.
- 10.4. The relationship among the Parties hereto is that of independent contractors and nothing in this Agreement shall be deemed or construed to constitute an agency relationship or a partnership between or among the parties hereto. No Party hereto shall have the authority to act on behalf of any other Party hereto or to bind another Party hereto in any manner.
- 10.5. This Agreement including the schedules attached hereto sets forth the entire understanding among the Parties and supersedes all other prior or contemporaneous understandings, whether written or oral, between or among any of the Parties with respect to the same subject matter. No modifications hereof shall be binding unless executed in writing by the Parties hereto.

- 10.6 No Party shall use, or authorize others to use, the name, trademark, trade name, logo, symbol, mark or any adaptation thereof, of any other Party hereto in any publication, news release, promotional material, promotional activity, advertisement, or other public announcement, whether written or oral, or make any form of representation or statement in relation to the PREVENTURE Program that would constitute an express or implied endorsement by such other Party of any product or service of the first Party without the prior written consent of the affected Party, subject, however, to the following:
- (a) Coordinating Centre and Dr. Conrod may, without prior consent, identify Site as an entity that participated in the PREVENTURE Program; and
  - (b) Site may, without prior consent, disclose its participation in the PREVENTURE Program (including the name of the Coordinating Centre, Dr. Conrod, name of the program, and funding amount) as required by law, Court order, or regulation; and may, without prior consent, disclose their participation in the PREVENTURE Program in internal reports and publications and presentations made in accordance with this Agreement.
- 10.7 This Agreement shall be governed by, construed and interpreted in accordance with the laws of the Province of Quebec and the laws of Canada applicable therein. The Parties hereby acknowledge that the Courts of Montreal shall have exclusive and preferential jurisdiction to entertain any complaint, demand, claim or cause of action whatsoever arising out of this Agreement.
- 10.8 The Parties declare that they have accepted that this Agreement and all written communications relating thereto be drawn up in English: *Les parties déclarent avoir accepté que la présente entente et que tous les écrits s'y rapportant soient rédigés en anglais.*
- 10.9 The Parties hereto shall not be liable for any failure to perform as required by this Agreement (except payment obligations), to the extent such failure to perform is due to circumstances reasonably beyond any party's control, such as labour disturbances or labour disputes of any kind, accidents, failure of any governmental approval required for full performance, civil disorders or commotions, acts of aggression, acts of God, energy or other conservation measures, explosions, failure of utilities, mechanical breakdowns, material shortages, disease or other such occurrences.
- 10.10 If any provision, right or remedy provided for herein is held to be unenforceable or inoperative by a court of competent jurisdiction, the validity and enforceability of the remaining provisions will not be affected thereby.
- 10.11 No failure or delay by any Party hereto in exercising any right or remedies under this Agreement shall be construed to operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 10.12 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall together be deemed to constitute one agreement. An executed signature page for this Agreement delivered in facsimile or PDF form shall be as effective as an original executed signature page.



***Remainder of page intentionally left blank.***

***The signatures are on the following page.***

**IN WITNESS WHEREOF**, the Parties hereto have executed this Agreement on the dates indicated below their respective signatures, with effect as of the Effective Date.

**FOR THE CENTRE HOSPITALIER UNIVERSITAIRE SAINTE-JUSTINE**

\_\_\_\_\_  
Authorized Signature  
Name: Dr. Jacques Michaud  
Title: Director of research

\_\_\_\_\_  
Date (year / month / day)

Dr. Conrod

\_\_\_\_\_  
Patricia Conrod, PhD

\_\_\_\_\_  
Date (year / month / day)

**FOR SITE**

\_\_\_\_\_  
Authorized Signature  
Name:  
Title:

\_\_\_\_\_  
Date (year / month / day)

# SCHEDULE "A"

## PREVENTURE Training

### PRE-Venture

#### Personality Risk Education for the Prevention of Substance Abuse in Teenagers

Patricia J. Conrod, Chair of Social Pediatrics and Professor of Psychiatry, Université de Montréal, CHU Ste-Justine.

### Training and Materials Package

This program involves 4 different types of interventions, targeting different dimension of personality, which include :

- anxiety sensitivity
- negative thinking
- impulsivity
- and sensation seeking.

The interventions are based on the Motivational and Cognitive Behavioural approaches, so training **requirements will depend on the individual's previous training** within these approaches.

All trainees will be given **certificate** of approval at the end of training.

#### Training of professionals involves the following:

1. One-day seminar on the theoretical approach and the research involved in developing the programme.
2. For non-clinicians: One-day workshop reviewing traditional cognitive behavioural therapy (CBT) and motivational principles and exercises
3. How to target personality traits using CBT principles in the context of prevention: role play and trouble shooting.

Costs of training* (in US dollars)			
Type of training	Duration	Number of trainees	Price
<b>Preventure Facilitator (For Non-clinicians)</b>	3 days	Up to 4 people	\$3,400.00
		Extra people (up to 8)	Add \$600.00/pp
<b>Preventure Facilitator (For Clinicians)</b>	2 days	Up to 4 people	\$2,400.00
		Extra people (up to 8)	Add \$450.00/pp
<b>High Fidelity Certification with practical supervision*</b>	2 x 2h	Individual	@\$500.00/pp
<b>Additional supervision</b>	2h	Individual	@\$200.00/pp
<b>Preventure Trainer Certification ** **Prerequisite : High Fidelity certification</b>	4 x half-days over 1 year	Initial training	\$2,000.00 /pp
<b>***Annual Partnership &amp; Training Fee</b>	1 year	Certified Facilitator	\$300.00/pp
		Certified Trainer	\$1,000.00/pp

*N.B. The costs of the clinical training will depend on the number of individuals being trained. Facilitator manuals for the 4 personality groups will be provided during training sessions (printed by us, not for broad distribution) and are included in these costs.*

#### \*High Fidelity Preventure Certification

This is the training requirements used in previous randomised trials in which Preventure training and implementation resulted in significant reductions in substance use and misuse (e.g., Conrod et al., 2013). In addition to the two-three day training workshop, observation of Preventure sessions (90 min/session) with individualized feedback sessions (30 min/session) is required.

**\*\* Preventure Trainer Certification**

This package is tailored to clinicians and educators interested in becoming an expert Preventure Trainer in their community. To receive this Certification, trainees are required to:

- receive the High Fidelity Certification\*
- Ask to become a Preventure Certified Trainer
- Pay a \$2000 Certification Fee
- Video record themselves animating 5 key exercises during a Preventure training workshop:
  - o “Scientific review: What are the results for Preventure” lecture [Day 1];
  - o “Role play in Clinical review: Motivational Interviewing” exercise [Day 1];
  - o “Welcome and About You” modeling [Day 2];
  - o “Challenging your hot thoughts” modeling [Day 2], and
  - o “Imagine Your Situation” modeling [Day 2].
- Plan 4 (four) half-days of online training sessions;
- Sign the Preventure Trainer Certification Agreement.

**\*\*\*Annual Partnership & Training Fee**

The Annual Partnership & Training Fee is designed to support partners like you by creating a sharing community. Preventure is a rigorous and evidence-based program and continuous training is essential to keep its high quality.

We offer three (3) Preventure activities to support you with continuous training:

- Preventure *Annual meeting*;
- Preventure Trainer *Webinars*;
- Individual Preventure *supervision* (2 x 1 hour).

For facilitators, the Annual Partnership & Training Fee includes:

- A free subscription to one (1) of the three (3) training activities (minimum commitment);
- A special mention on: Preventure’s website, Preventure’s social media and during Preventure’s conferences.

For trainers, the Annual Partnership & Training Fee includes:

- A free subscription to two (2) of the three (3) training activities (minimum commitment);
- Two (2) hours of support to help you create personalized and localized webinars;
- Two (2) hours of support to help you create marketing tools (case study, one-pagers...);
- A special mention on: Preventure’s website, Preventure’s social media and during Preventure’s conferences.

**Student Manuals**

Manuals are copyrighted, which means that they cannot be reproduced. Each child will require their own manual to participate in the programme. Manuals can be ordered in packages of 10/trait minimum.

<b>Costs of manuals (in US dollars)</b>			
Number of Manuals (including each personality type)	>400	200-399	<200
Price* per manual	\$12.00	\$18.00	\$22.00

**Schedule B**

**À remettre en format pdf**