



First Steps Facilitator Contract
Between

.....
Hereinafter: The facilitator

and

First Steps

Hereinafter: FS

1 RECORDAL

- 1.1 In principle FS is open to sharing the intellectual property and management of the duplication thereof to the determined audience. The audience is mothers/care givers in rural areas or in previously disadvantaged communities.
- 1.2 FS and the facilitator are in agreement in terms of the desire for the two entities to work together, yet remaining fully autonomous and as separate legal entities.
- 1.3 In terms of this agreement, the facilitator would like to continue the process of developing and refining its relationship with FS and *vice versa*.



2 INTERPRETATION

In this Agreement:

Clause headings are for convenience only and shall not be used in the interpretation of this Agreement; Unless the context clearly indicates the contrary intention an expression which denotes:

- Any gender includes the other genders;
- A natural person includes a juristic person and *vice versa*;
- The singular includes the plural and *vice versa*.

The following expressions bear the meanings assigned to them below and cognate expressions bear corresponding meanings:

“Party” shall mean facilitator or FS and “Parties” shall mean both of them.

3 DURATION

This Agreement will commence from the date of signature and terminate after either party giving the other party at least (three) months notice of their intention to terminate this agreement.

4 OBLIGATIONS OF FIRST STEPS:

4.1 FS will make available its intellectual resources to the facilitator.

4.2 FS will seek to develop new strategies with regard to addressing mothers and care givers that would be beneficial to the facilitator and other partners of FS.



- 4.3 FS will grant permission to the facilitator to use the words, if desired, “in association with First Steps” as a subscript to its official name.
- 4.4 FS will offer ongoing support and supervision to the facilitator.
- 4.5 FS will liaise with the facilitator on a regular and as needed basis, telephonically, electronically or in person, in regard to the supervision and support of the training.
- 4.6 FS will refer volunteers/opportunities to the facilitator, as received where possible.
- 4.7 FS will organise meetings with the facilitator to discuss any concerns and reports.
- 4.8 FS has the obligation to provide high quality training for facilitators.
- 4.9 FS has the obligation to provide accurate and efficient facilitator manuals, course workbooks and related products to accredited facilitators, within reasonable terms and on order if applicable.
- 4.10 A certificate of accreditation is provided by FS after the succesful completion of a FS training and examination by the facilitator.

5 FIRST STEPS MAINTAINS THE RIGHT TO

- 5.1 Immediately and permanently terminate this contract/agreement if the facilitator misused the rights as specified in this contract or does not fulfil his/her responsibilities as specified in this understanding.

- 5.2 Terminate this contract if FS receives serious founded complaints about the facilitator's values, lifestyle, theology, unfounded conflict with the public or other facilitators or with flawed presentation of the course.
- 5.3 Terminate the contract or temporarily suspend accreditation if the facilitator does not present a course within 18 months since the training or since a previous course was presented and does not have a planned course in the near future.
- 5.4 Charge interest at 20 % per training course for the facilitator that has an individual licence to present the material.
- 5.5 Modify the course content and to provide such modifications to the facilitator, as well as to produce new products or to withdraw products and to determine the price of products.

6 THE FACILITATOR'S OBLIGATIONS

- 6.1 The facilitator will implement the FS training model of care on the same basis as is set out by FS in their Policies and Procedures Manual attached hereto and form a part of this agreement.
- 6.2 The facilitator will open a designated bank account, which will be used specifically for costs relating to presentations.
- 6.3 The facilitator will supply FS with a written annual report, following formats supplied by FS, as well as monthly reports. This will serve the organisation to report on the impact made as a group as well as other statistics and reports to overall funders.

- 6.4 The facilitator will ensure that all activities associated with the training of parents and care givers will be conducted with the utmost professionalism and integrity.
- 6.5 The facilitator may use the FS material for presenting parenting courses (the material and intellectual property thereof remains the property of Evergreen Parenting).
- 6.6 The facilitator may use the FS trademarks and distinctive signage on business cards and marketing material for the exclusive use of marketing First Steps courses.
- 6.7 The facilitator may use the advertising platform of First Steps courses on the FS website if sufficient payment/arrangements has been received for such adverts.
- 6.8 The facilitator may receive continuous support and notification of new products and events in the general trading of FS
- 6.9 The facilitator may request access to professional support.
- 6.10 The facilitator may use the standard marketing material for marketing First Steps courses that is generated by FS and made available through the facilitator dash on the First Steps webpage, if sufficient payment has been received for such material.
- 6.11 The facilitator may obtain sponsorships in the name and as an agent of FS for presenting FS courses in less fortunate areas/to agreed audiences. Utilising advertisement material available on the website provided that the sponsorship is for specific FS training purposes and submitted to the FS financial department.

- 6.12 The facilitator may not offer, present, market or sell any additional material not included in the parenting course, except when special authorisation is requested from FS management and was approved in writing.
- 6.13 The facilitator may not sell any other parenting resources or products unless approved by FS management. (FS is very cautious for official or non-official associations with other products or viewpoints.)
- 6.14 The facilitator is obliged to prepare for each presentation and study the books, CDs and DVDs of Evergreen Parenting to improve their knowledge and to address deficiencies in their knowledge.
- 6.15 The facilitator is obliged to contact FS directly about any uncertainty or discontent about any aspect of FS This includes complaints or questions on: material, marketing, orders, conduct of other facilitators, disputes about territory, poor service from FS, damaged products from postal deliveries, confrontations with the public, difficult questions the facilitator could not handle, conflict with another facilitator or with any member of the FS team.
- 6.16 The facilitator is obliged to keep herself/himself abreast of FS development by visiting the website regularly, especially the facilitator's dashboard webpage.
- 6.17 The facilitator is obliged to design FS marketing material to the requirements and standards of the FS corporate identity, unless the standard material is used. Design of marketing material cannot be performed for free by any third party. Payment for design of marketing material must be negotiated with the designer personally.

- 6.18 The facilitator agrees that no changes will be made to the course workbook or course material without consultation with FS management. FS strictly protects the integrity and uniformity of the products. Any recommendations or proposed modifications can be discussed with Hettie Brittz for the potential value thereof.
- 6.19 The facilitator is obliged to do a reasonable study of the demands before the format and costs of a parenting course is finalised.
- 6.20 The facilitator is obliged to keep the cost of courses below the maximum price as determined from time to time by FS it is the facilitator's responsibility to confirm this price with the FS office if an expensive course is planned. The 2017 maximum cost is:
- a) R600 pp per seminar for a facilitator with an individual licence.
 - b) R50 per person per seminar for a facilitator with an organisational license (where an entity provides copies, eats, venue and training tools).
- 6.21 The facilitator is obliged to take responsibility to acquire funding for your seminar and report on this to FS head office.
- 6.22 The facilitator with individual licence may use the First Steps NPO registration number as well as the tax exemption certificate received from SARS. (When obtained)
- 6.23 To personally declare all income and profit to SARS.
- 6.24 To keep to stipulations of professionalism during training. This refers to the code regarding dress code, facilities, catering, presentation and also the absence of the facilitator's child/ren (unless the course is presented as part of a family camp where course members bring their children along).

- 6.25 All individual licence holders must follow the process on the Facilitator dash by:
- a) Loading the event on the First Steps Calendar.
 - b) Completing the details of the company that is making the donation. This will ensure that the company making the donation receives a statement so they can ask for tax rebates.
 - c) Complete your own personal details so that the facilitator fee (minus the 20% fee payable to First Steps and Evergreen Parenting) are paid into the account provided.

7 RISK OVER AGAINST THIRD PARTIES:

- 7.1 The facilitator takes total responsibility for his/her behaviour regarding parents, churches, facility owners, catering and any other legal person that is influenced by the facilitator's course.
- 7.2 FS cannot be held responsible for any costs by the facilitator or for any actions or words that may lead to disputes with parents or institutions. Although the facilitator uses the intellectual property and products of FS the facilitator does so totally at own risk.

8 TERMINATION

- 8.1 Upon termination of this Agreement for any reason whatsoever, the facilitator will be expected to remove all reference to it's association with FS and will no longer be allowed to utilise any of the materials belonging to FS or enjoy benefits and services provided by the FS Association In this regard, the facilitator shall provide all necessary assistance to FS to ensure compliance.
- 8.2 Should either Party elect to cancel this Agreement, that Party shall be obliged to first engage the other Party in discussion with regard to the effect of the cancellation. Only



upon reaching a written agreement with the other Party shall the cancelling Party be entitled to cancel the Agreement,

8.2.1.1.1 The facilitator can terminate this contract by providing a written document providing reasons for termination to FS management together with all other products or property belonging to FS. If the reasons for termination of the contract is not satisfactory or suspect, the facilitator agrees to a personal communication with a member of the First Steps board to attempt restoring the breach.

8.1.1.1.2 If the facilitator terminates the contract, all outstanding fees are immediately due to FS unless an agreement is reached with the management of FS. Any products or other intellectual property of FS that is not returned by the facilitator to the FS office within 30 days will be placed on the account of the facilitator and will be immediately payable.

8.1.1.1.3 FS can terminate this contract in the manner and for the reasons specified in this contract: In the event that FS terminates this contract the facilitator is granted 30 days to return all products and property of FS to the office and to settle the account due to FS unless an alternative arrangement is made with the management of FS.

9 BREACH

9.1 Subject to the terms in clause 8 above in the event of a Party breaching any of its obligations in terms of this Agreement and failing to remedy such a breach within 14 (fourteen) days of receiving written notice from the other Party requiring it to do so, the other Party without prejudice to any other rights which it may have in law shall in the case of:

* A material breach, which is not capable of being remedied by the payment of damages, be entitled to cancel this Agreement;



* Any other breach, be entitled to claim specific performance or claim whatever damages it may have sustained from the defaulting Party.

10 **FORCE MAJEURE**

10.1 If either Party is prevented or restricted directly or indirectly from carrying out all or any of its obligations under this Agreement by reason of strike, lock-out, fire, explosion, floods, riot, war, accident, act of God, embargo, legislation, civil commotion, robbery, unrest or disturbances, cessation of labour, government interference or control, or any other cause or contingency beyond the control of that Party, the Party so affected shall be relieved of its obligations hereunder during the period that such event and its consequences continue, but only to the extent so prevented, and shall not be liable for any delay or failure in the performance of any obligations hereunder or for any loss or damage, either general, special or consequential, which the other Party may suffer due to or resulting from such delay or failure, provided always that written notice shall forthwith be given of any such inability to perform by the affected Party.

10.2 Any Party invoking *force majeure* shall upon termination of such event giving rise thereto forthwith give written notice thereof to the other Party. If such *force majeure* continues for a period of more than 30 days then the two parties should meet to decide on the way forward. Only if no solution can be agreed upon, shall either party be entitled forthwith to cancel this agreement in respect of any obligations still to be performed hereunder.

10.3 Any Party claiming *force majeure* shall be obliged to prove its existence.

11. **INDEMNITY & EXCLUSION OF LIABILITY**

The facilitator hereby indemnifies and agrees to hold FS harmless from and against any and all claims, demands, actions, costs, liabilities or losses arising out of any actual or alleged death or injury to any person or damage to any property or legal action during the period of and in connection with the properties covered by this Agreement, except in the



case where, FS or one of its designated representatives, shall have, in any way, caused such actual or alleged death or injury to any person or damage to any property or legal action.

12. **DOMICILIUM AND NOTICES**

12.1 The Parties choose *domicilium citandi et executandi* (“*domicilium*”) for all processes relating to this Agreement including the giving of any notice, the payment of any monies, the serving of any process and for any purpose arising from this agreement as follows:

Address FS:

Address facilitator:

12.2 Either Party shall be entitled from time to time upon written notice to the other, to change its physical *domicilium* to any other physical address (not being a post office box or *poste restante*) to vary its chosen *domicilium* to any other postal address and to vary its telefax number to any other telefax number.

12.3 Any notice delivered to a Party at its physical address will be sent by pre-paid registered post or delivered by hand or sent by telefax and confirmed receipt.

12.4 A notice will be presumed, unless the contrary is proven to have been given:

12.4.1 If hand delivered and signed for during business hours on a business day, on the date of delivery; or

12.4.2 If sent by telefax, on the first business day following the date of sending of such letter.

13. **GENERAL**



- 13.1 This Agreement constitutes the entire record of the agreement between the Parties and forms part of the subject matter thereof.
- 13.2 This Agreement supersedes and replaces any prior agreements, understandings or undertakings or representations either oral or written between the Parties in respect of the subject matter hereof.
- 13.3 No addition to, variation of or cancellation of this Agreement shall be of any force or effect unless reduced to writing and signed by or on behalf of both Parties. No indulgence, which any Party may grant to the other, shall constitute a waiver of the rights of the grantor.
- 13.4 This Agreement and any rights hereunder may not be ceded, assigned or otherwise transferred by either Party either in whole or in part without the prior written consent of the other party having first been obtained.
- 13.5 Nothing in this Agreement shall constitute the facilitator or any of its employees, servants or agents as employees, servants or agents of FS.
- 13.6 In the event that any disputes between parties arise from the rights and responsibilities as stated in this contract, the parties agree to a process of arbitration to solve the dispute. If the dispute cannot be solved satisfactory by the process of arbitration, the parties agree to litigation in the Magistrate of South Africa, Pretoria branch and on a lawyer–client basis.

14 **APPLICABLE LAW**

This Agreement shall be deemed to have been entered into in the Republic of South Africa and will be governed in accordance with the laws of the Republic of South Africa. The construction, validity and performance of this Agreement shall be governed in all respects by South African law.



Signed at

on the

THE FACILITATOR

(NPO MEMBER: FS)

(NPO MEMBER: FS)

NAUDINE ADAIMI (MANAGING DIRECTOR: EVERGREEN PARENTING)