

MASTER SERVICES AGREEMENT

This Master Services Agreement (“Agreement”) is made on **complete date** by and between the Association of Clinical Research Professionals (“ACRP”) a not for profit corporation with its place of business at European Office, 1st Floor, Elizabeth House, 18/20 Sheet Street, Windsor, Berkshire, SL4 1BG, UK and **complete name** “Trainer” or “You”, having your Registered Office and place of business at **complete address** where all communication should be addressed.

When countersigned by “You” (collectively the “Parties”), the following will reflect the terms and conditions of our Agreement.

A. DUTIES

During the Term of this Agreement, your duties are to conduct Training courses on behalf of ACRP. You agree to teach the course(s) at the venues stated in the Services Agreement(s) attached to this Agreement. You will be responsible to ensure the highest quality training by presenting relevant, accurate and current information that is well-designed to prepare students; involve students in the learning process through the use of interactive techniques (e.g., exercises, case studies, role-plays, simulation, pre- and post-course testing and inductive discussions) as appropriate. All ACRP outsourced training courses are subject to both external (ACRP personnel) and internal evaluations (trainees). ACRP will provide trainers with their evaluations. These evaluations will constitute the basis for performance assessment.

B. FEES AND EXPENSES

1. ACRP shall pay the fees as stipulated in the Services Agreement(s).
2. All reasonable travel expenses including train and air fares (economy rates) or car mileage and other customary travel expenses which you incur in connection with this Agreement shall be reimbursed provided that you have used reasonable efforts to obtain the lowest rates available on production of original itemized receipts. Car mileage will be reimbursed at the ongoing Inland Revenue approved rates. You must abide by the ACRP’s travel policy supplied herewith.
3. ACRP will be reimbursed permissible expenses according to the instructions herein. You must state in writing to ACRP the total amount due to you.
4. ACRP will neither pay nor reimburse expenses not covered by Sections B2 above.
5. ACRP reserves the right to cancel a projected course up to 21 days of scheduled delivery if registrations are insufficient to cover expenses associated with the course. Trainer must give 45 days notice if he is not able to teach a scheduled course in order to allow ACRP time to engage another trainer. If Trainer wishes to resign or ACRP no longer needs Trainer, cancellation of this entire agreement requires 60 days notice by either party. In the event of such cancellation any courses for which reservations have already been accepted prior to this notice will be honoured.

6. ACRP will inform prospective students about registration for the training course as well as of the possibility of course cancellation.

C. CONFIDENTIAL INFORMATION

1. You agree that during the Term of this Agreement and thereafter, you shall keep in strict confidence any and all proprietary information and materials obtained in connection with your obligations under this Agreement. You will take all reasonable steps to ensure that any agents, including employees and subcontractors, understand and comply with the same confidentiality obligations.
2. Confidential information shall not include such information or knowledge that is already known to you, is generally available to the industry, or was obtained by you from a third party with no obligations of confidentiality, as specified in Section C (1) herein.
3. The course materials which are shared with Trainer are ACRP’s confidential property must not be reproduced, distributed, or used or disclosed in any way by Trainer for any other purpose other than training for ACRP under the terms of this agreement.

D. NOTICES

Any and all notices or other communications required or permitted by the Agreement shall be in writing and shall be delivered in person or sent by overnight express delivery to each party at the address stated below or amended thereafter. Notices shall be deemed received upon the date actually received by the receiving Party

Trainer	ACRP
Complete name and address	Carl Naraynassamy Chief Education Officer Association of Clinical Research Professionals, 1st Floor, Elizabeth House, 18/20 Sheet Street, Windsor, Berkshire, SL4 1BG United Kingdom

E. MISCELLANEOUS

1. This Agreement states the entire understanding between ACRP and You relating to the subject matter hereof. This Agreement shall not be amended except in writing and signed by both parties.
2. You shall be deemed a 'Trainer' and shall not be deemed an agent, employee, or joint venturer with ACRP and Trainer will ensure that he does not describe himself other than as agreed here in advertisements or otherwise. Trainer will have no right to the use of ACRP's logo or other branded signs.
3. You will be responsible to declare your earnings from this agreement to the Inland Revenue and pay any taxes arising.
4. The Term of this Agreement shall begin on **complete date** or from the date that you sign this Agreement if this is after **complete date** and shall end on **complete date** subject to the cancellation provision set forth in Section B (5) herein.
5. This Agreement shall be construed and enforced in accordance with the laws of England and Wales.
6. If any provision of this Agreement is held invalid or unenforceable, such provisions shall be deemed severable, and the balance of the Agreement shall remain in full force and effect.
7. This Agreement may not be assigned, or the rights granted hereunder transferred or sublicensed, by either party without the express prior written consent of the other party.
8. This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one (1) and the same instrument.
9. Trainer is precluded from soliciting (actively or otherwise) work engagements during the training course
10. Trainer will not enter into any contract for the duration of this Agreement that conflict with **complete his or her** obligations under this Agreement.
11. Trainer will make time before the course to discuss the course contents and any alterations made between courses.
12. ACRP owns trademarks, service marks, logos and other distinctive visual images ("Trademarks") related to its name and scope of activity. Nothing in this agreement shall be construed as granting Trainer or Trainer's organisation the license to use any Trademark without the express prior written permission from ACRP. ACRP may authorize, at its sole discretion, the limited use of some or all of its Trademarks to Trainer for purposes of fulfilling their obligations in this agreement however in such use, Trainer may not use such names and Trademarks in any manner which suggests, implies, or indicates ACRP endorsement, support, favour of, association with, or opposition to any activity, program, event, policy, political and/or social movement, product, service, candidate for political office, or the like. Notwithstanding the above, either party shall not be limited in their use of the other's name in making true and accurate statements of their relationship with each other.

If you agree to the above terms and conditions, please indicate your consent by signing and dating both copies of this Agreement and returning one copy to us within ten (10) business days of the date of ACRP's signature below.

Agreed to and accepted, intending to be legally bound hereby:

TRAINER	ASSOCIATION OF CLINICAL RESEARCH PROFESSIONALS
By: _____ Complete name and title Date: _____	By: _____ Thomas L. Adams President and CEO Date: _____