



## FIRST CERTIFIED TRAINER SERVICES AGREEMENT

This Services Agreement (hereinafter "Agreement") is entered into by and between FOR INSPIRATION AND RECOGNITION OF SCIENCE AND TECHNOLOGY (*FIRST*), a New Hampshire nonprofit corporation with its principal place of business at 200 Bedford St., Manchester, NH 03101, ("*FIRST*"), and \_\_\_\_\_ (the "Contractor"). This Agreement is effective as of February 18, 2026 (the "Effective Date") through June 30, 2027.

This Agreement sets forth the terms under which *FIRST* and Contractor have agreed that Contractor, as an independent contractor, shall provide services to *FIRST* as described on **Exhibit A and Exhibit B**, attached hereto (the "Services"), for which *FIRST* shall pay reimbursement to Contractor as described on Exhibit A. Prior to performing the Services, Contractor shall execute *FIRST*'s standard Consent to Participate and Release Agreement, attached hereto as **Exhibit C**.

In consideration of the mutual covenants and agreements hereinafter set forth, *FIRST* and Contractor agree as follows:

1. Confidential Information.

- (a) "Confidential Information" is defined as any and all non-public information related to *FIRST* which is disclosed to Contractor in connection with the Services. Confidential Information is defined as any seasonal materials shared before the season release date and/or direct program changes before released to the public. *FIRST* LEGO League season release dates is the second Tuesday of August each calendar year. *FIRST* Tech Challenge season release date is the second Saturday of September each calendar year.
- (b) Contractor shall not, during or after Contractor's engagement with *FIRST*, use, publish, disclose, or make available, directly or indirectly, any Confidential Information to any person or entity for any purpose whatsoever, except as authorized by *FIRST* and as required to perform the Services.
- (c) All Confidential Information compiled, received, held, or used by Contractor in connection with the Services shall remain the property of *FIRST* and shall promptly be delivered by Contractor to *FIRST* upon the termination of Contractor's engagement, for whatever reason, or at any time requested by *FIRST*.
- (d) Contractor acknowledges that Contractor's obligations with respect to Confidential Information shall continue even after termination of Contractor's engagement with *FIRST*.
- (e) If Contractor is required to disclose Confidential Information by order of a court of law, administrative agency, or other governmental body, Contractor shall provide reasonable advance notice to *FIRST* in order to allow *FIRST* the opportunity to seek a protective order or otherwise prevent or limit such disclosure.
- (f) The confidentiality requirements in this Section 1 shall expire one year following the expiration date of the Agreement.

2. Work Product.

- (a) "Work Product" is defined as any and all inventions, improvements, processes, methods, designs, discoveries, developments, creations, formulae, computer software programs, documents, works of authorship, or information relating thereto, whether patentable or not, made, developed, created by Contractor, alone or with others, as directed by *FIRST* in the course of rendering Services for *FIRST* hereunder.
- (b) Contractor hereby assigns all right, title and interest in all intellectual property rights in the Work Product and related documentation created by Contractor while engaged by *FIRST* to *FIRST*.
- (c) All Work Product shall be "work made-for-hire" for *FIRST* and shall be the sole and exclusive property of *FIRST*. *FIRST* shall have the full right to use, assign, license or transfer all rights to or relating to Work Product.
- (d) If in the course of rendering the Services for *FIRST*, Contractor incorporates into the Work Product a prior invention or work of authorship in which Contractor has an interest, Contractor hereby grants to *FIRST* a non-exclusive, royalty-free, assignable, irrevocable, perpetual, worldwide license to make, modify, use and sell such prior invention or work of authorship for any *FIRST* product or process.
- (e) Contractor shall promptly disclose, and, upon request, report upon and deliver all Work Product to *FIRST*, and shall not use or permit any Work Product to be used for any purpose other than on behalf of *FIRST*, while rendering the Services for *FIRST* and thereafter.
- (f) Contractor shall execute all documents, as requested by *FIRST*, which are requested by *FIRST*, to confirm *FIRST*'s rights, title and interest in and to the Work Product, including but not limited to, documents in connection with assignment and patent, trademark and copyright applications, and shall furnish to *FIRST* all necessary assistance for protecting *FIRST*'s rights in the Work Product.
- (g) Contractor shall follow all requirements and stipulations as noted in the *FIRST* Certified Trainer Handbooks (See Exhibit A).

3. Right to Terminate. Either party may terminate this Agreement with thirty (30) days advance written notice to the other party. Upon such termination, *FIRST*'s liability to Contractor shall be limited to payment for Services actually rendered as of the date of such termination.
4. Contractor's Representations. Contractor represents and warrants to *FIRST* as follows:
  - (a) Contractor is not subject to any agreement, order, judgment or decree of any kind which would prevent Contractor from entering into this Agreement or performing fully Contractor's obligations hereunder.
  - (b) Contractor has not and will not bring to *FIRST* or incorporate into any work done for *FIRST* any materials or documents of any former or current client of Contractor or other third party that are not generally available to the public without prior written permission of that third party and *FIRST*.
5. Independent Contractor. Contractor shall render the Services as an independent contractor and not as an employee of *FIRST*. Contractor shall have control over the manner in which Contractor renders the Services. Other than the reimbursement described on Exhibit A, *FIRST* is not paying any compensation to, or providing any benefits for, Contractor. Contractor shall pay in full, on or before the date due, all taxes owed on all reimbursement provided by *FIRST*.
6. No Assignment. Contractor may neither assign Contractor's rights nor delegate Contractor's duties hereunder without *FIRST*'s prior written consent.
7. Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, except as specifically provided below, shall be settled by arbitration with a single arbitrator in accordance with Commercial Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Unless otherwise agreed, the arbitration shall be conducted in Manchester, NH. Except as provided below, neither party shall institute any legal or equitable action against the other in any case with respect to a controversy or claim arising out of or relating to this Agreement, or the breach thereof, except to compel arbitration pursuant hereto or to confirm the arbitrator's award. Contractor agrees that any breach or threatened breach by Contractor of Contractor's obligations under Sections 1 or 2 of this Agreement would cause irreparable injury to *FIRST*, and that *FIRST*, in addition to any other remedies for such breach, shall be entitled to the equitable remedies of specific performance and preliminary and permanent injunctions enjoining Contractor from violating such provisions, and costs and attorneys' fees incurred to obtain such damages or equitable remedies.
8. Severability. In the event any provision of this Agreement is held invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and enforceable under applicable law and shall be construed in all respects as if such invalid or unenforceable provision has been omitted.
9. Insurance. *FIRST* shall not provide individual insurance coverage for the Contractor. *FIRST* shall provide a certificate of insurance of general liability insurance if required by facility/school in the delivery of on-site professional development.  
Indemnification and Limitation of Liability. Each party (the "Indemnifying Party") agrees to defend, indemnify, and hold the other party, including its subsidiaries, affiliates, and all respective officers, agents, partners, and employees (the "Indemnified Party") harmless, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of this Agreement and caused by the Indemnifying Party's negligence, wrongful conduct, or breach of this Agreement. The Indemnified Party will use reasonable efforts to notify the Indemnifying Party of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it. Liability for either party pursuant to this Agreement, including indemnification obligations, shall be capped at the amount of fees payable to Contractor.
10. Third-Party Website and Content. *FIRST*'s training materials accessed pursuant to this Agreement may contain links to other non-*FIRST* websites ("Third-Party Websites") or references to other content ("Third Party Content") not authored or controlled by *FIRST*. Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and *FIRST* is not responsible for any Third-Party Websites accessed through the materials or any Third-Party Content referenced in or available through the materials, including the substance, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by *FIRST*. Anyone visiting any Third-Party Websites or accessing any Third-Party Content does so at their own risk. The Contractor should review the applicable terms and policies, including privacy and data gathering practices, of any website to which they access.
11. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior understandings, agreements, or representations by or between the parties, written or oral, which may have related in any way to the subject matter hereof. This Agreement may not be amended except by written agreement signed by the parties.

IN WITNESS WHEREOF, *FIRST* and Contractor have executed this Agreement.

**FIRST**

By: \_\_\_\_\_

Name: Chris Rake

Title: Executive Vice President and Chief Operating Officer

**Contractor**

Signature: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Address: \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Emergency Contact 1 \_\_\_\_\_ Phone \_\_\_\_\_

Relationship \_\_\_\_\_ Email \_\_\_\_\_

Emergency Contact 2 \_\_\_\_\_ Phone \_\_\_\_\_

Relationship \_\_\_\_\_ Email \_\_\_\_\_

## EXHIBIT A

### Services:

The Services to be rendered by Contractor are training of participants as described in the “*FIRST* Professional Development” website hereto as (“Professional Development”).

During the first contracted year *FIRST* shall train Contractor to provide such Professional Development as follows:

1. Contractor shall attend a three-day training program at *FIRST* in Manchester, NH, or other designated location.
  - a. Upon successful completion of that program, *FIRST* shall provide Contractor with a Certificate of Completion, which certifies the Contractor as a *FIRST* Certified Trainer.
  - b. *FIRST* shall not compensate Contractor for Contractor’s time attending the three-day training program at *FIRST* in Manchester, NH, or other designated location.
2. *FIRST* shall provide:
  - a. Airfare for a round-trip flight between an airport near the Contractor’s home and an airport near the location of the training
  - b. Ground transportation between the airport and the location of the training
  - c. Hotel and meals
3. *FIRST* shall provide observation, coaching sessions, and evaluations during this time period and following the Contractor’s initial delivery of *FIRST* Professional Development.

In subsequent years, as needed, *FIRST* shall provide updates to skill content or recertification, to continue eligibility as a trainer, to include new program delivery or delivery methods. The following would need to be completed:

1. Contractor shall attend up to a 3-day refresher training program at *FIRST* in Manchester, NH or other designated location.
  - a. Upon successful completion of that program, *FIRST* shall provide Contractor with a Certificate of Completion, which Contractor may use to attempt to obtain professional development credit.
  - b. *FIRST* shall compensate \$600 to the Contractor for the Contractor’s time attending the refresher training program, or additional training for a new program method.
2. *FIRST* may provide an opportunity for cross-training on additional programs; however, no compensation for cross-training is provided.
3. *FIRST* shall provide:
  - a. Airfare for a round-trip flight between an airport near Contractor’s home and an airport near the location of training.
  - b. Ground transportation between the airport and the location of training.
  - c. Hotel and meals.

Contractor shall provide all such Professional Development as follows for the delivery and execution of Professional Development:

1. All required electronic devices necessary to deliver professional development with fidelity, including, but not limited to, electronic devices such as laptops, adapters, and related peripherals
2. All such Professional Development shall be as scheduled and authorized by the *FIRST* Senior Manager, Professional Development.
3. *FIRST* will arrange for the venue and participant attendance and will provide materials to be distributed to the participants.
4. Contractor shall provide the Professional Development in accordance with the training provided by *FIRST*, to include all additional materials provided by *FIRST* to the Contractor.
5. The Contractor will abide by all processes outlined in the *FIRST* Certified Trainer Handbook.
6. The Contractor will abide by all processes outlined in the *FIRST* Travel and Expense Policy.
7. Contractor may use *FIRST* copyrighted materials and *FIRST* trademarks only to provide Professional Development in accordance with this Agreement. Contractor may make no other use of *FIRST* copyrighted materials or *FIRST* trademarks without *FIRST*’s prior written consent.

*FIRST* shall make payments to Contractor as follows:

- a. \$600 per day for each full day of professional development delivery as the lead trainer for in-person.
- b. \$1200 for all remote sessions of professional development delivery as the lead trainer for *FIRST* LEGO League and *FIRST* Tech Challenge.

- c. \$700 for all remote sessions, each technical support role of *FIRST* LEGO League and *FIRST* Tech Challenge.
- d. \$600 for all remote sessions, each technical support role of *FIRST* LEGO League Explore.

In addition to reimbursement for Services as provided above, *FIRST* shall reimburse Contractor for out-of-pocket expenses incurred conducting Professional Development provided (i) *FIRST* pre-approved the expenses and (ii) the expenses are allowed under *FIRST*'s "Travel and Expense Reimbursement Policy" as it may be amended from time to time. *FIRST* shall pay Contractor's expenses.

Contractor shall invoice *FIRST* upon completion of each Professional Development session. *FIRST* may require that Contractor's invoices be in a specified form and/or contain specified information. *FIRST* shall pay Contractor's invoices.

## **EXHIBIT B**

*FIRST* Professional Development Course Descriptions

<https://www.firstinspires.org/community/educators/professional-development>

In-person

- [first-pd-explore-in-person-24.pdf \(firstinspires.org\)](#)
- [first-pd-challenge-in-person-24.pdf \(firstinspires.org\)](#)
- [first-pd-FTC-in-person-24.pdf \(firstinspires.org\)](#)
- [first-pd-FTC-Academy-24.pdf \(firstinspires.org\)](#)

Remote

- [first-pd-explore-remote-24.pdf \(firstinspires.org\)](#)
- [first-pd-challenge-remote-24.pdf \(firstinspires.org\)](#)
- [first-pd-FTC-remote-24.pdf \(firstinspires.org\)](#)



FOR INSPIRATION AND RECOGNITION OF SCIENCE AND TECHNOLOGY ("FIRST®") ("FIRST")
CONSENT TO PARTICIPATE AND RELEASE AGREEMENT ("AGREEMENT")

As consideration for and as a condition of allowing a person (the "Participant") to participate in a FIRST Program (a "Program" or together the "Programs"), the Participant, or the parent or legal guardian of a minor Participant, is required to execute this Agreement.

Please select one:

I am at least 18 years old or above the legal age of majority in my jurisdiction and intend to participate in FIRST Programs.

OR

I am the parent/guardian of a minor (under 18 years old) and consent for them to participate in FIRST Programs.

Name of minor: \_\_\_\_\_ Date of birth of minor [MM/DD/YYYY]: \_\_\_\_\_

Please select which FIRST Program(s) you or your child intend to participate in:

- FIRSTLEGO League
FIRSTTech Challenge
FIRST Robotics Competition
FIRST Professional Development
Other FIRST Program

PHOTOGRAPHY AT FIRST EVENTS

Attendees at public FIRST events in the U.S. and Canada, including the FIRST Championship, can expect broad use of photography and videography, including livestreaming, by event staff and attendees and participants. If you attend a FIRST event, you or your child's image may be captured during the event and FIRST and our Program Delivery Organizations may use these images and video in limited ways, including serving as a record of the event and for the non-commercial promotion of FIRST on our Sites or on social media, in accordance with our Privacy Policy.

At FIRST events there will be many individuals beyond the direct control of FIRST taking photos and videos, such as spectators, parents, coaches, mentors, sponsors, and news media. FIRST has no authority over the use of images captured by third parties at public FIRST events. Please see Section 4 of the FIRST Privacy Policy for more information.

Please read and check each of the following statements:

COLLECTION OF PERSONAL DATA

The FIRST Privacy Policy describes how FIRST collects and processes the personal data that you provide to us. A copy of the Privacy Policy may be available for you to review in paper form accompanying this Agreement or at: https://www.firstinspires.org/about/privacy-policy.

I have read, understand, and consent to the FIRST Privacy Policy, which allows FIRST to collect and use my, or my child's personal data, including photographs and video obtained at FIRST events. I understand that if I have any questions about data collection, storage, processing, or sharing, I can get more information by emailing privacy@firstinspires.org.

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

The risks and dangers of participation may include, without limitation, injury or illness resulting from: building, lifting, and using electrical/mechanical robots and robot components; using tools; and other activities associated with participation in the program including traveling to and from FIRST events.

Injury or illness may also result from interactions with other Participants, including being exposed to communicable diseases. Participant understands that FIRST does not select, employ, supervise, or otherwise exercise authority or control over the coaches, mentors, and other Participants during their participation in the Program.

These risks will exist even if Participants wear proper safety equipment and take reasonable measures to protect themselves.

Participants 18 years of age or older are primarily responsible for their safety. The parents/guardians of Participants under 18 years of age are primarily responsible for minor Participants' safety and parents/guardians should monitor, as appropriate considering the age of the Participants and other factors, minor Participants' participation in the Program.

- I acknowledge that participation in FIRST Programs is voluntary, and may subject Participants to personal injury, property damage or loss, and/or death. I have considered the risks of participation and give my informed consent for myself and/or my child to participate in FIRST Programs.
I agree to assume all risk of such participation and hereby release FIRST, its directors, officers, employees, Program Delivery Organizations and/or Program Delivery Partners, specifically including, but not limited to, the entities listed here: https://www.firstinspires.org/program-delivery-organizations, agents, contractors, volunteers, vendors, other Participants, and any other third party working on behalf of FIRST or in support of FIRST Programs, from any and all liability arising from or related to participation in FIRST Programs.

By signing below, I acknowledge that I have read, understand, and agree to this Consent to Participate and Release Agreement.

NAME (PRINTED): \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE [MM/DD/YYYY]: \_\_\_\_\_