



Leisure, Health & Fitness Skillnet Training Provider Contract

Congratulations on your inclusion on the training panel to provide training services on behalf of the Leisure, Health & Fitness Skillnet for the delivery of training programmes. The panel is in operation for 2026 – 2028 inclusive.

The below contract outlines what is expected of your company before any payment will be issued in respect of training completed:

1. You are representing Leisure, Health & Fitness Skillnet as a training provider and not your own company whilst delivering training on behalf of the network.
2. You will start every session giving an overview of the network and highlight that funding is provided by the Department of Further and Higher Education, Research, Innovation and Science (this overview will be provided to you by the Leisure, Health & Fitness Skillnet). *(If applicable)*
3. You will have the branding supplied to you visible in the classroom at all times. *(If applicable)*
4. You are subject to mystery inspections by members of Skillnet Ireland and members of the Leisure, Health & Fitness Skillnet, as all training programmes are funded through the Department of Further and Higher Education, Research, Innovation and Science. The Leisure, Health & Fitness Skillnet will be notified by Skillnet Ireland of such inspections. **Please note any additional attendees to training courses must be authorized by the Leisure, Health & Fitness Skillnet.**
5. You are responsible for asking **ALL** attendees to complete all the paperwork required by the Leisure, Health & Fitness Skillnet on the day of the delivery this includes:
 - a. Attendance Sheets
 - b. Profile Sheets (including full profiles completed for each learner on Skillnet portal Sonraí which should be collected in advance of the training)
 - c. Assist with gathering of feedback and evaluation surveys
6. All invoices and paperwork must be submitted within **1 working week** of the conclusion of the training course. It is the responsibility of the trainer to return all paperwork to the Leisure, Health & Fitness Skillnet.
7. All invoices should be addressed to: **Leisure, Health & Fitness Skillnet,
Irish Sport HQ,
Sport Ireland Campus,
Blanchardstown,
Dublin 15**
8. A valid tax clearance certificate is required to be submitted before we can authorise a payment.
9. You will be responsible for the safe keeping of any sensitive personal data gathered as part of this course.

10. You will retain a scanned copy of all paperwork for your files and make it available at a later date should the network request it.
11. You shall not approach any member company of the network directly after the event.
12. Training shall assist in the ongoing identification and delivery of training solutions in response to Leisure, Health & Fitness Skillnet members' requirements and requests. Any additional course requests by member companies as a result of attendance at a Leisure, Health & Fitness Skillnet course shall be communicated directly to the Leisure, Health & Fitness Skillnet Network Manager and / or Administrator.
13. All equipment / materials required for the delivery of the training shall be provided by the trainer to the Leisure, Health & Fitness Skillnet.
14. The provision of the training modules by the trainer will be reviewed by Leisure, Health & Fitness Skillnet periodically during the term. In the event that the Leisure, Health & Fitness Skillnet are dissatisfied with the standard or style of delivery of training modules for any reason, the Leisure, Health & Fitness Skillnet shall be entitled to serve written notice of termination of this with immediate effect.
15. You shall provide all training materials and the Leisure, Health & Fitness Skillnet logo must appear on the cover of all handouts and the attached cover slide must appear at the beginning of each presentation. *(If applicable)*
16. Payment will be made within **30 days of receipt** of the invoice and this is subject to tranche payments being received from Skillnet Ireland HQ.
17. In the event of a cancellation of a training programme, every reasonable effort will be made to give at least 5 days' notice. No cancellation fee will apply in this event.
18. The training provider undertakes to provide a cert of attendance for all participants who successfully complete the programme.
19. The training provider will ensure they hold a valid tax clearance certificate. Professional Indemnity insurance must also be in place to cover training activities provided. Leisure, Health & Fitness Skillnet must be indemnified by the contracted party against accidents, third party public liability and other risks that enterprises are normally ensured against while training is delivered on their behalf.

CONFIDENTIALITY AGREEMENT

Keep secret and confidential

- (i) all information including but not limited to any details of the current and projected business plans strategies developments and any other information whatsoever about the Company supplied to or received by the trainer
- (ii) all analyses brochures, compilations databases, computer passwords, designs studies, research proposals, prices, sources of information and documents whether in hard copy or stored electronically prepared by the consultant or any other person or body for or on behalf of any the Company which contain or otherwise reflect or are generated from the information specified in sub-clause 3 above (together "Confidential Information");
- (iii) not use any Confidential Information for his/her own purposes other than as specified in this Agreement or to obtain a commercial trading investment financial or other advantage for himself or others;
- (iv) not disclose to any third party any of the Confidential Information whether directly or indirectly and whether in hard copy orally or in electronically stored form

- (v) promptly notify the Company if any Confidential Information is required to be disclosed by him by reason of law or governmental or other regulation and liaise with the Company regarding the manner of such disclosure
- (vi) prior to the termination of this Agreement howsoever arising not create or work on the creation of any work or project which is or may become substantially similar to any work or project being undertaken by any Group Company
- (vii) on the termination of this Agreement return to the Company all materials in his/ her possession containing or relating to Confidential Information including but not limited to all computer disks, books, records, customer data lists of names, titles, addresses and telephone and fax numbers whether in hard copy or stored electronically or in the case of Confidential Information stored electronically with other data which is not the property of the Company and which is inseparable there from delete without copying all Confidential Information so stored;

The above undertakings shall not apply to Confidential Information which:

- (i) becomes generally available in the public domain other than as a result of disclosure by the Employee or any person to whom he has disclosed it
- (ii) the trainer can demonstrate was lawfully in his/her possession at the time of disclosure to him/her and which he/she lawfully acquired other than from a Group Company or any of its advisers agents or employees
- (iii) was otherwise available in the public domain at the time of disclosure to him
- (iv) the Company has agreed in writing may be excluded from the ambit of this Agreement subject to such conditions as the Company may specify
- (v) the trainer acknowledges and agrees that any breach of the undertakings contained in this Agreement could cause one or more of the Group Companies irreparable injury and damages only would not be an adequate remedy for any such breach and in the event of such a breach or threatened breach by the trainer of any provisions in this Agreement any Group Company shall be entitled to injunctive relief in any court of competent jurisdiction restraining him/her from breaching the terms hereof or from disclosing any Confidential Information to any person and nothing contained herein shall be construed as prohibiting any Group Company from pursuing any other remedies available to it either at law or in equity for such breach or threatened breach including specific performance and recovery of monetary damages.
- (vi) The trainer is responsible for ensuring that he/she does not introduce viruses or any other unauthorised software into the Company's computer systems which includes taking proper care when receiving electronic information from an unknown source including attachments within e-mail. Where there are legitimate reasons to import information from a questionable source prior active virus checking must be performed and all internal IT procedures and governing legislation should be followed at all times. The trainer shall not input to or transmit to or from or cause to be imputed to or transmitted to or from any personal computer or database or disk in the possession of or under the control of any Group Company whether by e-mail or the intranet or the internet or otherwise any material which is defamatory or of a sexually explicit or discriminatory nature or of a racially discriminatory nature.

Signed on behalf of Training Provider

Company Name _____

Contact Name: _____

Title/Role within org: _____

Signature: _____ **Date:** _____

Signed on behalf of Leisure, Health & Fitness Skillnet

Name: _____ **Michael Atkinson**

Title: _____ **Network Manager**

Signature: _____ **Date:** _____