



# MENTAL HEALTH FIRST AID INSTRUCTOR AGREEMENT

## Background

1. Mental Health First Aid (MHFA) Instructors are the face of MHFA Aotearoa across the community and are key to maintaining the integrity and strong reputation of the MHFA Programme.
2. This agreement (“Agreement”) sets out the agreed terms and conditions” between Te Pou Limited (“Te Pou”) as the national license holder for Mental Health First Aid Aotearoa (“MHFA Aotearoa”) and the Mental Health First Aid Instructor (“the Instructor/s” or “I”).
3. This Agreement sets out the requirements that MHFA Instructors must meet to be able to represent MHFA Aotearoa and deliver MHFA programmes in New Zealand. The Agreement ensures the quality and consistency of MHFA programmes in New Zealand in delivery, marketing, and instructor conduct.
4. Obligations of MHFA Aotearoa in this Agreement will be met by Te Pou.

## Agreed Terms and Conditions:

### 1. Conduct

- a. I will adhere to the MHFA Aotearoa Code of Conduct (attached)
- b. I acknowledge that Te Pou as national license holder may, in its sole discretion, amend the MHFA Aotearoa Code of Conduct from time to time.

### 2. Copyright

- a. MHFA International is the copyright holder for the MHFA manuals, the instructor teaching notes, the PowerPoint slides and most of the films used in MHFA courses (“MHFA teaching materials”).
- b. I will not reproduce, modify, alter, adapt or create derivative works of the MHFA teaching materials in any form without the express written permission of MHFA International and Te Pou.

### **3. Trademarks and Logos**

- a. The term 'Mental Health First Aid' and the MHFA International logo ("Logo") (together the "Trademarks") are trademarks owned or authorised for Te Pou use by MHFA International.
- b. I will not use the Trademarks in any other company name (e.g., 'Mental Health First Aid Auckland'), product name, service name, domain name, social media profile name, website title, publication title, or the like.
- c. Te Pou grants the Instructor a non-exclusive, revocable licence to use the MHFA Aotearoa logo as co-branding for the Instructor's own logo, business or in other branding. If used online, the logo should link back to the MHFA Aotearoa website – [www.mentalhealthfirstaid.nz](http://www.mentalhealthfirstaid.nz)
- d. The logo must not be:
  - i. used as a profile picture or avatar for any social media site
  - ii. edited in any way, for example by removing or adding text
- e. Where a MHFA course is being delivered within an organisation only to staff from that organisation exclusively, the course PowerPoint can be co-branded with that organisation's logo.

### **4. Variations to Teaching Materials / Delivery**

- a. I understand that Te Pou may vary the MHFA Aotearoa courses or withdraw these courses from delivery by notice of at least six months of the variation or withdrawal.
- b. I will not amend or vary the content of the MHFA teaching materials in any way, except for scenarios, relevant examples and local information, as this may adversely affect the standing and research claims of the MHFA Programme.
- c. I will not amend the title of the MHFA course that I am delivering to suggest that it has been specifically developed or customised for a specific group (for example MHFA for Social Workers).
- d. I acknowledge that variations to the materials in the MHFA Programme could possibly lead to adverse effects on course participants.

### **5. Course Resources**

- a. The MHFA Instructor Kit received by me as an Accredited MHFA Instructor, is to remain my property and is not to be given to or used by my employer or any other party.
- b. I will not on-sell MHFA manuals or workbooks or distribute them as part of any other training courses.

## 6. Delivery of Courses

- a. I will deliver the entire curriculum in each MHFA course I conduct, and will not shorten the courses or add additional modules without the express written permission of Te Pou.
- b. I will ensure that all of my MHFA course participants receive a current MHFA manual as part of their course attendance.
- c. I will deliver the standard two-day course in person (i.e. via face-to-face delivery) to all participants, unless otherwise agreed with Te Pou.
- d. I will deliver the blended workplace or community programme in person or via zoom or similar video conferencing software for the second component of the course, unless otherwise agreed with Te Pou.
- e. When instructing, I will only deliver MHFA courses that I have current Accreditation for, and I will deliver them to participants over the age of 18, with the exception of the teen programme which has separate accreditation.
- f. I will only conduct MHFA Aotearoa courses within New Zealand or to New Zealand citizens located within New Zealand embassies.
- g. I will deliver the face-to-face courses to a minimum of 8 and a maximum of 20 participants per face-to-face course (unless specifically permitted to do otherwise in writing by Te Pou).
- h. I will deliver blended online MHFA courses to a maximum of 12 participants per blended online MHFA course (unless specifically permitted to do otherwise in writing by Te Pou).
- i. I will enter the data (i.e. course type and date, and number of participants and any other information reasonably requested by Te Pou) from every one of my completed MHFA courses into the MHFA Aotearoa Moodle immediately on completion and also provide this information quarterly to Te Pou via email.
- j. For every MHFA course that I conduct, I will collect and enter into the MHFA Aotearoa Moodle email addresses for every course participant who wishes to complete the online feedback and (where offered) First Aider Accreditation assessment.
- k. If I am accredited to deliver teen MHFA courses:
  - i. I will ensure that at least 10% of the staff (and a minimum of two staff) in any school/alternative setting where teen MHFA courses will be run have been trained in Youth MHFA before the teen MHFA courses are conducted.
  - ii. I acknowledge that entire groups need to receive the training e.g. an entire school year group, Scout 2 troop, sports team, given age group in a youth justice setting.
- l. I will conduct the equivalent of three MHFA courses in my initial type and any subsequent type of MHFA Instructor Accreditation before applying to up-skill to an additional MHFA Instructor Accreditation. This requirement may be waived in exceptional circumstances after consideration by Te Pou. The project lead of

MHFA Aotearoa in Te Pou is the authorized decision maker for any requests for consideration of any exceptional circumstances.

## **7. Instructor Accreditation**

- a. To maintain my MHFA Instructor Accreditation, I understand that I must deliver:
  - I. A minimum of two 12-14 hour standard MHFA Aotearoa courses for which Accreditation is held within the first 12 months from the date of Accreditation as an instructor.
  - II. A minimum of two MHFA Aotearoa core courses every year thereafter.
  - III. A minimum of one MHFA Aotearoa course in the twelve months prior to Accreditation renewal for each applicable course or specialised course for which Accreditation is held.
- b. I will pay (or ensure payment is made by my employer) a single accreditation fee annually when invoiced by Te Pou.
- c. Failure to comply with these requirements will lead to the lapsing and or termination of my Accreditation.
- d. I accept that these Terms and Conditions will continue to bind me until this Agreement is terminated.

## **8. Termination of Accreditation**

Te Pou may terminate Accreditation without notice, if the Instructor:

- a. Commits a serious breach of this Agreement.
- b. Does an unreasonable act or is convicted of a criminal offence which, in Te Pou opinion reflects unfavorably on the MHFA Aotearoa programmes or organization;  
or
- c. Does not comply with MHFA Aotearoa Instructor Code of Conduct

## **9. Non-compliance with Agreement**

Te Pou will take the following steps if I do not comply with the Terms and Conditions:

- I. Contact me directly to resolve the problem.
- II. If the problem is not resolved, Te Pou will 'lapse' my Accreditation until a resolution is achieved. When an instructor is 'lapsed' they are unable to purchase MHFA manuals and enter any course information into the MHFA Aotearoa Moodle.
- III. Te Pou may also instigate an audit of MHFA courses I have conducted, including reviewing past course participant feedback. I will cooperate with the requirements of any audit and provide whatever information is reasonably requested as part of any audit.
- IV. If a resolution cannot be achieved to Te Pou satisfaction, I will be de-accredited by Te Pou and no longer be able to deliver MHFA courses.

## **10. Amendment**

- a. I agree that Te Pou may, at its sole discretion, amend these Terms and Conditions from time to time.
- b. I agree that, upon Te Pou notifying me of the amended terms, that I will be required to accept that I continue to be bound by the amended terms.
- c. I agree that if I do not agree that I am so bound, that my MHFA Instructor Accreditation will lapse three months after notification of the amendment.

## **11. Ethical & Professional Standards**

I will at all times:

- a. operate in a manner that is in line with standards outlined by MHFA Aotearoa.
- b. act in accordance with the Instructors Code of Conduct as varied from time to time.
- c. exercise due care, skill and only provide and utilise materials, equipment and venues that are suitable and fit for the purpose for which they are being used.
- d. Disclose to Te Pou immediately if I am being investigated by any agency for a possible breach of ethical or professional standards.
- e. Disclose to Te Pou immediately if I am the subject of any upheld complaints and or breaches and associated practice sanctions of ethical or professional standards.

## **12. Privacy and Confidentiality**

I acknowledge that I:

- a. Must work within all legislative frameworks related to privacy, health records and individual and organizational confidentiality at all times during and after delivering courses.
- b. Must not release or provide to any third party the MHFA Aotearoa materials, unless in accordance with these Terms and Conditions, without the express consent of MHFA Aotearoa.
- c. Must store all records and materials associated with delivery of all courses in a secure manner that protects these against theft or loss.

## **13. Instructor Feedback and Continuous Improvement**

- a. MHFA Aotearoa is committed to continuous improvement in the delivery of its training materials and support arrangements.
- b. To ensure quality and fidelity of MHFA Aotearoa courses, each Accredited Instructor will be audited by a master instructor appointed by Te Pou annually. This may move to every three years following initial audit.
- c. MHFA Aotearoa will provide and circulate sector communication about the MHFA programmes, maintain a MHFA accredited instructor database, provide

ongoing support to any query from a currently accredited MHFA instructor, provision of updates to the MHFA teaching materials or any relevant research.

- d. MHFA Aotearoa will host at least 2 online meetings annually (open to all instructors to discuss any operational issues or feedback. Feedback can also be sent via email to mhfa@tepou.co.nz

#### **14. Indemnity**

- a. I will indemnify Te Pou against all losses or liability resulting from any failure to perform my obligations in accordance with this Agreement.
- b. I warrant that I do not have a conflict of interest with regard to performing the MHFA Aotearoa Code of Conduct obligations set out in these Terms and Conditions, but if one arises, I will immediately notify Te Pou. If Te Pou considers the conflict cannot be appropriately resolved it may terminate this Agreement with immediate effect by written notice.

#### **15. Termination of Agreement**

- a. Either Te Pou or the Instructor may terminate this Agreement for any reason by giving the other party one weeks' written notice.
- b. Te Pou may terminate this Agreement with immediate effect where the Instructor:
  - i. Commits a serious breach of this Agreement.
  - ii. Does an unreasonable act or is convicted of a criminal offence which, in Te Pou opinion reflects unfavorably on the organization and the MHFA Aotearoa programme.

#### **16. Nature of relationship**

The parties agree that this Agreement does not create any relationship of employment, partnership or joint venture between Te Pou and the Instructor.

#### **17. Entire Agreement**

This Agreement:

- a. constitutes the entire agreement between Te Pou and the Instructor; and
- b. supersedes and cancels any contract, deed, arrangement, related condition, collateral arrangement, condition, warranty, indemnity or representation imposed, given or made by Te Pou or the Instructor (or an agent of either of them) before entering into this Agreement.

#### **18. Notification**

The MHFA Aotearoa project lead will be the contact point for all matters in relation to this Agreement, and can be contacted via mhfa@tepou.co.nz.

## 19. Accreditation

- a. I accept that if the above Terms and Conditions are not met, my annual MHFA Instructor Accreditation will lapse, and I will be de-accredited.
- b. I acknowledge that after de-accreditation, I must attend the required days of the MHFA Instructor Training Course in order to become an accredited MHFA Instructor again.

# Instructor Code of Conduct

## Preamble

Mental Health First Aid (MHFA) Instructors are key to maintaining the integrity and strong reputation of the MHFA programme and are the face of MHFA Aotearoa, the organisation, across the community.

The MHFA Instructor Code of Conduct details standards and a code of practice for Instructors. Through signing the MHFA Aotearoa Instructor Agreement, all MHFA instructors agree to abide by this code of conduct (Code). This code affirms the professional standards expected of Instructors. Instructors are required to act with integrity in all dealings with MHFA and to always align with this code when representing oneself as a MHFA Instructor.

## Purpose

The Code details conduct standards that MHFA Instructors must adhere to. Adoption of, and compliance with, the Code:

- sets MHFA Aotearoa's expectations of behaviour and conduct of its Instructors
- provides a set of principles to guide Instructors in their conduct
- encourages public confidence in MHFA courses and training and MHFA Instructors
- promotes and protects the reputation of MHFA Aotearoa.

## Application

An Instructor must be, in the opinion of MHFA Aotearoa, a fit and proper person to enjoy the rights and privileges associated with accreditation as an MHFA Instructor and deliver MHFA courses.

MHFA Aotearoa is the owner of this Code and Instructors understand that MHFA Aotearoa have complete authorisation to enforce and interpret this Code. MHFA Instructors must comply with each of the following standards; non-compliance is a breach of the MHFA Instructor Agreement and may result in an Instructor's Accreditation becoming lapsed or deaccredited.

## Overall Standards

MHFA Aotearoa requires that all who represent the organisation do so in a professional manner, without bringing MHFA Aotearoa, Te Pou, the MHFA Programme or MHFA Instructors into disrepute. If identifiable as an MHFA Instructor, an Instructor should:

1. support the vision, mission and strategic objectives of MHFA Aotearoa
2. uphold and follow the MHFA Aotearoa values
3. respect and uphold the policies and teaching methods of the MHFA Programme, including only delivering courses within New Zealand
4. act in a manner that is fitting of an MHFA Instructor and does not bring the reputation of the MHFA Programme into disrepute
5. behave professionally and accept responsibility for their words and actions
6. have respect for and sensitivity towards the diverse backgrounds and beliefs of participants, other MHFA Instructors, MHFA Aotearoa and Te Pou staff, consultants and volunteers, and other people they speak to, or interact with, while performing their role as an MHFA Instructor
7. extend professional courtesy to other MHFA Instructors, MHFA Aotearoa and Te Pou staff, consultants and volunteers, MHFA course participants or potential participants and to all other people they speak to, or interact with, while performing their role as an MHFA Instructor
8. only make public comment, including through social media, about MHFA Programmes that positively promotes MHFA.

## Professional Behaviour During Course Delivery

MHFA Aotearoa requires that all MHFA Instructors behave with dignity and show respect and courtesy to participants, other MHFA Instructors, MHFA staff, consultants and volunteers, and others in all MHFA related activities.

MHFA Instructors should:

1. provide a safe and healthy learning environment that is free from bullying and unlawful harassment and discrimination
2. not intentionally, knowingly, or recklessly interact with a participant in a manner that adversely affects or endangers the learning, physical health, mental health or safety of the participant
3. show respect for the rights, dignity, and worth of participants
4. recognise the boundaries and limitations of their professional competence and take accountability for their professional activities and actions



5. maintain the confidentiality of any personal information (both fact and opinion) shared by participants, except if a person is at risk of harm to themselves or others
6. encourage voluntary participation of participants and respect participants' right not to participate
7. refrain from imposing personal agendas and values in the group where they do not coincide with those of the training or values of MHFA Aotearoa or where they bring the reputation of the MHFA Programme into disrepute.

### **Competence in teaching**

MHFA Aotearoa and Te Pou requires MHFA Instructors to attain and maintain an adequate level of knowledge, skills and abilities in the provision of quality training services, as well as to recognise one's own limitations and to make a continuing commitment to learning and professional improvement.

MHFA Instructors should:

1. establish a safe and comfortable learning environment, including choosing an appropriate room, engaging with participants, and giving participants time to engage with the material and each other
2. adhere to and deliver the full curriculum of the relevant MHFA course
3. maintain a high level of professional competence and integrity in their facilitation of MHFA courses
4. base their facilitation techniques on the best and most recent research and informed opinion about processes for learning
5. accurately understand and represent facts and evidence concerning the underpinning research, content and processes of MHFA curriculum
6. continuously seek to improve their training skills by proactively reviewing participant feedback, implementing strategies to improve their training skills and responding to constructive feedback provided by MHFA Aotearoa and Te Pou.