



## TRAINING AND LIMITED LICENSE AGREEMENT

Getting Ahead while Getting Out

Name: \_\_\_\_\_

### Workshop and Certification

1. I am applying for training in the Getting Ahead while Getting Out facilitator training to be held by aha! Process, Inc. (the "Company") on the dates and at the location indicated below.
2. I am taking the certified facilitator training for the purpose indicated below:
  - Certification as a Trainer—2-Year Certificate  
*(My certificate expires on December 31 of the second year after my training.)*
  - Non-Certification—Information and Knowledge Only  
*(I will not be acting as a facilitator for this curriculum to anyone else.)*
3. Certification requires successful completion of the certified training, including full attendance of all sessions for the entire training and possibly demonstrating proficiency as a facilitator of the materials. If I fail to demonstrate proficiency as a facilitator, the Company will permit me to repeat the facilitator training without paying another training fee, subject to availability of space in future trainings. The Company has no obligation to put on additional facilitator trainings at the same or nearby locations to accommodate such repeat attendance.
4. Certification will be effective through December 31 of the second year after I am certified. At the end of each two-year period, I will be required to participate in this certified facilitator training again or a specified recertification training and receive certification on the Company's then-existing criteria.
5. I acknowledge and agree that as a certified facilitator, I will be authorized only to facilitate the Getting Ahead while Getting Out curriculum. I agree to refer any organization requesting a certified facilitator training to the Company to seek the services of a national consultant.

### Intellectual Property

6. The certified facilitator training includes training regarding proprietary intellectual property owned by the Company, including, without limitation, know-how, written materials, research and related data and analysis, training techniques, and oral presentations (the "Proprietary Materials"). I acknowledge and agree that the Proprietary Materials are the sole and exclusive property of the Company and may not be used other than strictly in accordance with the Limited License described below.
7. The Proprietary Materials include copyrighted written materials, including the workbook titled *Getting Ahead while Getting Out* and the *User Guide for Getting Ahead while Getting Out*. I

acknowledge and agree that under no circumstances will I be permitted to photocopy or otherwise duplicate these Proprietary Materials, except as expressly permitted in the Limited License. When using Proprietary Materials and concepts, I agree to honor the Company's copyright and other intellectual property rights associated with the Proprietary Materials by displaying the copyright on the material or citing the applicable material within the Proprietary Materials as the source of information using the name of the source material and assigning due credit. Citation example:

*Source: Getting Ahead while Getting Out*, by DeVol, Wood, & Libster, ©2015 by DeVol & Associates LLC, published by aha! Process, Inc.

8. aha! Process reserves the exclusive right to publish and license, along with the right to reproduce, distribute, perform, and/or display any derivative works arising from its Proprietary Materials which may be created by the certified facilitator, including any presentations, workshops, or other type of training. This exclusive right extends to reproduction, preparation, and/or publishing hardcover or softcover variations or adaptations of the Proprietary Material; and the right to produce, reproduce, distribute, perform, display, and/or authorize any dramatization(s), motion picture(s), television, demonstration(s), and or/or videotape(s) adaptations of/from the Proprietary Material or any derivation of the Proprietary Material.
9. For each group facilitation I agree to have the class sponsor purchase a personal copy of the *Getting Ahead while Getting Out* workbook; it is not acceptable to reuse the Proprietary Materials for multiple training workshops. I agree not to facilitate a group without verifying that the Permitted Institution has complied with this requirement. In addition to these materials, I am permitted to make available to my audience aha! Process-provided PowerPoint slide handouts of various print formats with the copyright citation to DeVol & Associates LLC and aha! Process as publisher, as stated above in 7.
10. I agree to adhere to model fidelity when facilitating as per Appendix 3, *User Guide for Getting Ahead while Getting Out*.
11. I agree to promote and work toward the full implementation of the Getting Out Reentry Model, pages 22–28 User Guide.
12. I agree to participate in the Getting Ahead while Getting Out learning community by attending scheduled webinar and conference calls.
13. I agree to use approved evaluation options (pages 28–32) post-release once the program is established.
14. I agree to quickly report incidents that might impact the Getting Out initiative (positively or negatively) and participate in planning and problem solving. Reporting will be done directly with one or more of the authors of this curriculum.
15. I agree to recertify every two years in order to continue training with this material.
16. I agree not to train others as facilitators of the Proprietary Materials.
17. The Company has the right, at its sole cost and expense, to attend or monitor any presentation for the purpose of monitoring compliance with the Limited License and my proficiency and effectiveness. In the event the Company determines that my proficiency and effectiveness do not meet the Company's standards, the Company shall have the right to suspend my certification and require attendance at another training to receive recertification or participate in other training that may be provided by the Company or its consultants to raise my proficiency and effectiveness.

**General Terms**

- 18. In no event will the Company be responsible for any costs or expenses you or your sponsoring institution incur with respect to the facilitation of a group or the cancellation or rescheduling of the group. The liability of the Company is limited in all circumstances to the fee paid by or for you for attendance at the facilitator training, and the Company will not be liable for any other actual, incidental, or consequential damages under this Agreement, the Limited License, or otherwise. The Company will not be liable for failure to perform any of its obligations, including, without limitation, any delay or cancellation of the facilitator training if such performance is delayed or prevented by matters outside of its reasonable control, including, without limitation, weather conditions, travel delays or cancellations, power outages, strikes or labor actions, illnesses, or acts of God.
  
- 19. The 2-year certificate Limited License terminates automatically on the earlier of (a) expiration of your certification or (b) ten (10) days after your receipt of written notice from the Company of any default of the terms of the Limited License or this Agreement which is not corrected within such ten-day period. The lifetime certificate Limited License only terminates upon ten (10) days after your receipt of written notice from the Company of any default of the terms of the Limited License or this Agreement which is not corrected in such ten-day period.

I, as a training participant, understand, acknowledge, and agree to all the terms and conditions set forth herein; furthermore, I understand that I will be held personally liable and the institution which I represent can be sued for breach of contract if I violate any of such terms and conditions.

This Agreement may not be amended except by written agreement by both parties.

Complete this page and return all pages of this Agreement to aha! Process, Inc.

\_\_\_\_\_  
Signature

Signed this \_\_\_\_ Day of \_\_\_\_\_ 20 \_\_\_\_.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City, State, ZIP

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Email Address

Certified Facilitator Training Dates: \_\_\_\_\_

Certified Facilitator Training Location: \_\_\_\_\_