

TRAINING AND LIMITED LICENSE AGREEMENT
A Framework for Understanding Poverty

Workshop and Certification

1. I am applying for training in the Training Certification Workshop (the “Workshop”) to be held by aha! Process, Inc. (the “Company”) on the dates and at the location indicated below.

2. I am taking the Training Certification Workshop for the purpose indicated below:

- Certification as a Trainer – **Lifetime Certificate**
(Requires an additional initial fee)
- 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 providing the training to anyone else.)

3. Certification requires successful completion of the Workshop, including full attendance of all sessions for the entire Workshop and possibly demonstrating proficiency as a presenter of the Company’s materials. If I fail to demonstrate proficiency as a presenter, the Company will permit me to repeat the Workshop without paying another training fee, subject to availability of space in future Workshops. The Company has no obligation to put on additional Workshops 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 unless I have chosen to take the training for lifetime certification and paid the additional fee. At the end of each two-year period, I will be required to participate in this Workshop again or a specified Re-Certification Workshop and receive Certification on the Company’s then-existing criteria. As a lifetime certified trainer, I am not required to recertify but have the option of participating in online recertification offerings one time a year at no charge.

5. I acknowledge and agree that as a Certified Trainer I will be authorized only to conduct training on *A Framework for Understanding Poverty* and *Research-Based Strategies*. I agree to refer any organization requesting trainings other than these to contact the Company and seek the services from National Consultants.

Intellectual Property

6. The Workshop 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 books titled *A Framework for Understanding Poverty*, *Researched-Based Strategies: Narrowing the Achievement Gap for Under-Resourced Students*, the workbook titled *A Framework for Understanding Poverty*, and the Trainer Certification Manual and all PowerPoint presentations and other documents included with the Certification materials. 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: *A Framework for Understanding Poverty*, (p. x), by Payne. Copyright 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 Trainer, including any presentations, workshops, or other type of training. This exclusive right extends to reproduction, preparation, and/or publishing hardcover or soft-cover variations or adaptations of the Proprietary Material; 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. Derivative collaborating interest should be directed to the publications division of aha! Process for consideration.

9. For each training I conduct, I agree to have the Permitted Institution (defined below) purchase a personal copy of *A Framework for Understanding Poverty* or the workbook titled *A Framework for Understanding Poverty* for each participant when I present training associated with this title and a personal copy of the book titled *Researched-Based Strategies: Narrowing the Achievement Gap for Under-Resourced Students* for each participant when I present the strategies; it is not acceptable to reuse the Proprietary Materials for multiple training workshops. In addition to these materials, I agree not to conduct a workshop without verifying that the Permitted Institution has complied with this requirement. I am allowed to make available to my audience aha! Process provided PowerPoint slide handouts of various print formats with the aha! Process copyright.

10. I understand that I am permitted to present up to a one-hour overview of *A Framework for Understanding Poverty* one time to a group within my Permitted Institution or a nonprofit organization within my community without purchase of Proprietary Materials; however, if the group wishes to have more than a one-hour overview of *A Framework for Understanding Poverty*, Proprietary Materials must be purchased as outlined in this agreement and I am limited to presenting the training to those within my Permitted Institution. Any other requests should be referred to aha! Process, Inc.. The *only* pages that can be copied for the overview are the quizzes that appear in the Proprietary Materials. The Company's name and phone number must appear on all copied pages.

Limited License

11. The Company grants you, as a Certified Trainer, a limited non-exclusive license and right to use and present the Proprietary Materials for training purposes only for users employed by your Permitted Institution during the period of your Certification and subject to this Agreement, including without limitation the following terms and conditions:

12. "Permitted Institutions" includes only the individual school campus, school district, or other institution/agency that is your principal employer at the time of Certification or for which you principally act as an independent contractor at the time of Certification. In the event you change principal employers, the Company, using its sole discretion, will consider your written request to amend this Limited License to include the new principal employer as a Permitted Institution.

13. This Limited License extends only to training users within the Certified Trainer's Permitted Institution at the local, district, regional, state, or national level which corresponds to the normal scope of his or her position for the Permitted Institution's purposes and within the normal scope of the Certified Trainer's position. For state-level or national-level training, the Certified Trainer must indicate that to be within the normal scope of his or her position below. For example, if you work within a specific area, such as Title I, at a state department or agency, the Limited License extends to use at a Title I conference sponsored by that state department or agency. However, it would not extend to use at a state-sponsored conference on any other topic, such as a state science teachers' conference. Under no circumstance does the Limited License extend to use at a national conference, even if national training is within the Certified Trainer's primary area of responsibility.

14. You agree not to train others as trainers of the Proprietary Materials.

15. 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 your proficiency and effectiveness. In the event the Company determines that your proficiency and effectiveness is not to the Company's standards, the Company shall have the right to suspend your Certification and require that you attend another Workshop to receive recertification or participate in other training that may be provided by the Company or its consultants to raise your proficiency and effectiveness.

16. You may not receive any compensation from your employer for participation in the Workshop or from your employer or any participant in any training you conduct after Certification, other than your regular or overtime compensation applicable to the time devoted to the Workshop, the training, and/or any preparation. You may not present the training as a profit-generating venture for yourself or any Permitted Institution. Neither your employer nor you can charge participants or receive compensation from participants for your time or traveling associated with any training.

17. The Limited License does include online courses or training, available through a secure user protected website to the same approved audience.

18. PowerPoint slides and overhead transparencies cannot be altered in any way. PowerPoint slides, and subsets of those slides, can be reproduced as handouts for the audience with purchase of *A Framework for Understanding Poverty*, the workbook titled *A Framework for Understanding Poverty*, or *Research-Based Strategies*. Local data can be added to your presentation by attaching a separate document to your handouts; however the information cannot be added to the PowerPoint.

19. The chart called "Hidden Rules Among Classes," found on pages 42–43 in the book *A Framework for Understanding Poverty*, is never to be copied; it simply leads to much misunderstanding if not explained within the context of the training.

20. 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.

Reporting and Materials Fees

21. For each training conducted, whether full day or subsets of a full day training, I understand that, in order to receive the benefits of item # 22 I am required to submit to aha! Process, using a template provided by the Company:

- Date of training
- Number of persons trained
- Composition of the audience, e.g. elementary teachers and administrators, paraprofessionals, all K-12 professional staff, higher ed faculty, etc.
- Content of training
- Any feedback of significance, including strengths and concerns
- Any data that may be collected over time and that can be attributed to implementation of the strategies

22. In exchange for providing the information listed in #21, I understand that the institution that purchased the training materials will be provided a credit of \$1.50 per book anytime 50 or more copies of the same title of the Proprietary materials are purchased in a single order using my unique certified trainer identification code. Refunds are based on suggested retail price:

- *A Framework for Understand Poverty* book - \$16.50 after credit*
- *A Framework for Understanding Poverty* workbook - \$8.50 after credit*
- *Research-Based Strategies** book - \$16.50 after credit*

*Credit amount subject to change based on price increases.

*The Company reserves the right to alter these prices anytime there is a price change in the Proprietary Materials.

*Loyalty program - I understand the conditions of the program, including that aha! Process reserves the right to discontinue the program at any time if deemed necessary.

To qualify for the credit, all information requested in item #21 must be submitted within 60 days of the purchase.

23. As a certified trainer, I understand that I will receive free ground shipping on any order placed directly with the Company. To receive free shipping I will be required to provide my unique certified trainer identification code that will be provided to me.

General Terms

24. In no event will the Company be responsible for any costs or expenses you or your sponsoring institution incurs with respect to the Workshop, or the cancellation or rescheduling of the Workshop, or with respect to any training you perform following Certification pursuant to the terms of the Limited License, even if such costs or expenses were foreseeable. The liability of the Company is limited in all circumstances to the fee paid by or for you for attendance at the Workshop, 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 Workshop, if such performance is delayed or prevented by matters outside of its reasonable control, including without limitation weather conditions, travel delay or cancellation, power outages, strikes or labor actions, illness, or Acts of God.

25. I, as a training participant, understand, acknowledge and agree to all of 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.

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

27. Complete the following page and return all five (5) pages to aha! Process, Inc.

Certified Trainer Information

- Certification as a Trainer – **Lifetime Certificate**
(Requires an additional initial fee)
- Certification as a Trainer – 2 Year Certificate
(My certificate expires on December 31 of the second year after my training.)
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(I will not be providing the training to anyone else.)

Signature

Signed this ____ Day of _____ 20__

Print Name

Address

City, State, ZIP

Home Phone

Work Phone

Email Address

Organization or School District/Name of Permitted Institution

School (if applicable)

The normal scope of my position

- does
- does not

require my working at the state level (check one).

Certification Training Dates: _____

Certification Training Location: _____