



TRAINING AND LIMITED LICENSE AGREEMENT

Getting Ahead While Getting Out

Participant Name: _____
(Please print)

Workshop and Certification

1. I am applying for training in the Getting Ahead While Getting Out facilitator training (the “training”) to be held by aha! Process, Inc. (the “Company”) on the dates and at the location indicated below.

Training Dates: _____

Training Location: _____

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 will be authorized only to facilitate the Getting Ahead While Getting Out curriculum with my permitted organizations. I agree to refer any organization requesting a facilitator to the Company and seek the services from 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 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.

9. For each group facilitation I agree to have the Permitted Institution (defined below) 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 stated above in 7.

10. I agree to adhere to model fidelity when facilitating, as defined in 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 as defined on pages 22–28 of *User Guide for Getting Ahead While Getting Out*.

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 report incidents that might impact the Getting Out initiative (positively or negatively) quickly 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 trainers 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 proficiency and effectiveness is not to the Company's standards, the Company shall have the right to suspend the 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.



18. "Permitted Institutions" includes only the individual institution/agency that is my principal employer at the time of Certification or for which I principally act as an independent contractor at the time of Certification. This also includes any and all regular partners that I have contact with on a continual monthly and long-term basis. For purposes hereof, a "regular partner" is defined as an organization that a Certified Trainer works with on a regular basis as part of his or her professional responsibility as a regular part of his or her job description with his or her principal employer. A Certified Trainer may also train at other organizations based in his or her community that currently have a Certified Trainer for Bridges Out of Poverty on the same terms as this Agreement. In the event I change principal employers, the Company, using its sole discretion, will consider my written request to amend this Limited License to include the new principal employer as a Permitted Institution.

19. The 2-year certificate Limited License terminates automatically on the earlier of (a) expiration of my Certification or (b) ten (10) days after my 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 terminates upon ten (10) days after my 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.

General Terms

20. In no event will the Company be responsible for any costs or expenses you or your sponsoring institution incurs 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 delay or cancellation, power outages, strikes or labor actions, illness, or Acts of God.

21. 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.

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

23. Complete the following page and return **all** pages of this agreement to aha! Process, Inc.



TRAINING AND LIMITED LICENSE AGREEMENT
Getting Ahead While Getting Out Certified Trainer

Name of Permitted Institution

On the following lines, please list partnering organizations. (Please use additional sheet of paper if needed):

By typing my name below, I am electronically signing my agreement.

Signature

Signed this ___ Day of _____ 20 ___.

Printed Name

Address

City, State, ZIP

Home Phone

Work Phone

Email Address

The normal scope of my position

does does not require my working at the state level.
(Check one)

Certified Facilitator Training Dates:

Certified Facilitator Training Location:
