



TRAINING AND LIMITED LICENSE AGREEMENT
Tactical Communication

Participant Name: _____
(Please print)

Workshop and Certification

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

Certification Training Dates: _____

Certification Training Location: _____

Recertification: _____

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

Non-Certification—Information and knowledge only.
(I will not be providing the workshop to anyone else.)

Certification as a Trainer—2-Year Certification
(Certification expires on December 31 of the second year after training is completed.)

3. Certification requires successful completion of the training, including full attendance of all sessions for the entire training and may include, at the Company’s sole discretion, 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 training without paying another training fee, subject to availability of space in future trainings. The Company has no obligation to put on additional 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 certification. At the end of each two-year period, I will be required to participate in a Recertification Workshop and receive Certification on the Company’s then-existing criteria.

5. I acknowledge and agree that as a Certified Trainer I will be authorized only to conduct the Tactical Communication workshop. 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 certified training includes information 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 book titled *Tactical Communication* and the Tactical Communication PowerPoint presentation. 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: *Tactical Communication*, (p. x), by Jodi R. Pfarr. 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.

9. For each training I conduct, I agree to have the Permitted Institution or partnering institution (defined below) purchase from aha! Process a personal copy of *Tactical Communication* for each participant; it is not acceptable to reuse the Proprietary Materials for multiple training workshops. I agree not to conduct a workshop without verifying that the Permitted Institution or partnering institution has complied with this condition.

10. I understand that I am permitted to present up to a 90-minute overview/awareness session one time to a group as a part of an information session for which knowledge of *Tactical Communication* is a foundational base, or to a nonprofit organization within my community, without purchase of Proprietary Materials; however, if the group wishes to have more than a 90-minute overview of *Tactical Communication*, Proprietary Materials must be purchased as outlined in this agreement.

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 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. This also includes any and all regular partners that you 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 in Tactical Communication on the same terms as this Agreement. 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. 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. For state-level training to be within the normal scope of the Certified Trainer's position, the Certified Trainer must be directly employed by state government or by an employer in partnership with state government.

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 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 training 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 presentation of 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 cannot be altered in any way. PowerPoint slides, and subsets of those slides, can be reproduced as handouts for the audience with purchase of *Tactical Communication*. 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 Limited License terminates automatically on the earlier of (a) termination 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.

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 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.

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 this agreement and return **all** pages to aha! Process, Inc.



Certified Trainer Information

Name of Permitted Institution (see #12)

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__.

Print Name

Work Address

City, State, ZIP

Cell Phone

Work Phone

Work Email Address (please, no administrative assistant email addresses)

The normal scope of my position

does

does not

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

Please return **all** pages of this completed agreement to aha! Process.