



TRAINING AND LIMITED LICENSE AGREEMENT
Emotional Poverty in All Demographics: How to Reduce Anger,
Anxiety, and Violence in the Classroom

Participant Name: _____
(Please print)

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.

Certification Training Dates: _____

Certification Training Location: _____

Recertification Date: _____

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

Certification as a Trainer—Two-Year Certificate
(My certificate expires on December 31 of the second year after my training.)

Certification as a Trainer—Lifetime Certificate
(Requires an additional initial fee.)

Non-Certification—Information and Knowledge Only
(I will not be providing the training 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 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 location 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 a recertification session to 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 training on *Emotional Poverty in All Demographics: How to Reduce Anger, Anxiety, and Violence in the Classroom*. I agree to refer any organization requesting aha! Process trainings other than this to contact the Company and seek the services from the Company’s national consultants.

Intellectual Property

6. The certified training includes information regarding proprietary intellectual property owned by the Company, including and 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.



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7. The Proprietary Materials include copyrighted written materials, including the book titled *Emotional Poverty in All Demographics: How to Reduce Anger, Anxiety, and Violence in the Classroom* 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, duplicate, or distribute these Proprietary Materials. 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: *Emotional Poverty in All Demographics: How to Reduce Anger, Anxiety, and Violence in the Classroom* by Ruby Payne, © 2018 aha! Process, Inc., 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 that 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 softcover variations or adaptations of the Proprietary Materials; the right to produce, reproduce, distribute, perform, display, and/or authorize any dramatization(s), motion picture(s), television program(s), demonstration(s), and/or videotape(s) adaptations of/from the Proprietary Materials or any derivation of the Proprietary Materials. Interest in collaborating on derivative works 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 *Emotional Poverty in All Demographics: How to Reduce Anger, Anxiety, and Violence in the Classroom* at \$21 per book for each participant when I present trainings associated with this title.** 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 **not** allowed to make available to my audience the aha! Process provided PowerPoint slides as handouts. No handouts are allowed.

10. I understand that I am **not** permitted to present any overview of *Emotional Poverty in All Demographics: How to Reduce Anger, Anxiety, and Violence in the Classroom* anywhere without purchase of Proprietary Materials for participants.

Limited License

11. The Company grants me, as a certified trainer, a limited nonexclusive license and right to use and present the Proprietary Materials for training purposes only for users employed by my Permitted Institution (school district) boundaries during the period of my certification and subject to this Agreement, including and without limitation the following terms and conditions:

12. "Permitted Institution" boundaries include the individual schools that my school district has regulatory authority over and within the specific boundary lines of my school district. 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.

13. This limited license extends only to training users within the certified trainer's Permitted Institution boundaries that correspond to the normal scope of the certified trainer's position for the school district's purposes and within the normal scope of the certified trainer's position.



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14. I 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 my proficiency and effectiveness. In the event the Company determines that my proficiency and effectiveness is not to the Company's standards, the Company shall have the right to suspend my certification and require that I attend another workshop to receive recertification or participate in other training that may be provided by the Company or its consultants to raise my proficiency and effectiveness.
16. I may receive compensation from my employer for participation in the Workshop or from my employer in any training I conduct after certification within my Permitted Institution (school district) boundaries. I may not present training as a profit-operating venture for myself.
17. The limited license does include online courses or training available through a secure-user protected website to the same approved audience within the Permitted Institution (school district) boundaries.
18. PowerPoint slides and overhead transparencies cannot be altered in any way. **PowerPoint slides and subsets of those slides cannot be reproduced as handouts for the audience.** Local data can be added to my presentation, but the information cannot be added to the PowerPoint.
19. The two-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 that is not corrected within such ten-day period.

General Terms

20. In no event will the Company be responsible for any costs or expenses I or my sponsoring institution incur with respect to the Workshop, or the cancellation or rescheduling of the Workshop, or with respect to any training I 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 me 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 and without limitation any delay or cancellation of the Workshop, if such performance is delayed or prevented by matters outside of its reasonable control, including and without limitation weather conditions, travel delays or cancellations, power outages, strikes or labor actions, illnesses, 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 that 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 information on pages 1 and 4, and return all pages of this Agreement to aha! Process, Inc.



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

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

The normal scope of my position Does Does not require my working at the state level.
(Check one.)