



TRAINING AND LIMITED LICENSE AGREEMENT
Getting Ahead in the Workplace

Participant Name: _____
(Please print)

Workshop and Certification

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

Certification Training Dates: _____

Certification Training Location: _____

2. I am taking the following type of training:

Certification as a Facilitator—Two-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 training, including full attendance of all sessions for the entire training and, when requested, in its sole discretion by the Company, demonstrating proficiency as a facilitator of the curriculum. If I fail to demonstrate proficiency as a facilitator of the curriculum, as determined solely by the Company, the Company agrees that I may repeat the training one time, without paying another training fee and subject to availability of space in future trainings. The Company has no obligation to put on additional facilitator trainings at the same location or nearby locations to accommodate such repeat attendance.

4. Certification shall be effective through December 31 of the second year after I am certified. At the end of each two-year period, the Company requires that I recertify and obtain another two-year certificate. Recertification may be accomplished through participation in this same training again or through a specified recertification training provided by the Company, in accordance with 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 in the Workplace curriculum. I agree to refer any organization requesting a facilitator training to the Company to seek the services from its national consultants.

Intellectual Property

6. The training for the curriculum includes training regarding proprietary intellectual property owned by the Company, including and without limitation workbooks, user guides, know-how, written materials, research and related data and analysis, training techniques, oral presentations, and any and all other material of or relating to the curriculum (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. Subject to my compliance with the terms and conditions of this Agreement as a condition to the licenses granted below, the Company grants to me, during the term of this Agreement, a nonexclusive, non-transferable, non-assignable license to use the Proprietary Materials to facilitate any curriculum as approved by the Company.

8. I acknowledge and agree that under no circumstances shall I be permitted to reproduce by photocopy, distribute, perform and/or display, or prepare derivative works, the Proprietary Materials, in whole or in part, except as expressly permitted in this limited license granted herein or upon additional prior written authorization from Company. When using Proprietary Materials and concepts, I agree to honor the copyright and other intellectual property rights associated with the Proprietary Materials by displaying the copyright notice 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 in the Workplace* ©2015 by DeVol & Associates LLC, published by aha! Process, Inc.

9. All tangible materials (whether original or duplicates), including and without limitation materials in any form, presentations, workshops, trainings, books, manuals, sales literature, training materials, files, correspondence, documents, programs, or processes developed by me in the performance of my facilitation of the curriculum, whether furnished to me by the Company or prepared, compiled, developed, or acquired by me during this Agreement or in connection with the curriculum (each a “work” and collectively “works”) shall be the sole property of DeVol & Associates LLC, published by aha! Process, Inc. I expressly agree that all rights, title, and interest in and to said works under both common law and statutory law and to all renewals and extensions thereof that may be secured under the laws of the United States and in any other country or countries are hereby sold, assigned, granted, transferred, and conveyed to the Company and its successors and assigns.

10. For each group facilitation, I agree to have the class sponsor purchase a personal copy of *Getting Ahead in the Workplace 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 sponsoring group has complied with this requirement.

11. I agree to adhere to model fidelity when facilitating Appendix 4 of *Facilitator Notes for Getting Ahead in a Just-Gettin’ By World*.

12. I agree to participate in the Getting Ahead community by attending scheduled webinar and conference calls.

13. I agree to use approved evaluation options once the program is established.

14. I agree to quickly report incidents that might impact the Getting Ahead initiative (positively or negatively) and to 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 facilitating 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 curriculum that I facilitate for the purpose of monitoring compliance with this Agreement, this limited license, and my proficiency and effectiveness. In the event the Company determines, at its sole discretion,



that my proficiency and effectiveness is not to 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.

18. Complete the information on pages 1 and 4, and return all pages of this Agreement to aha! Process, Inc.

General Terms

19. This Agreement and the limited license terminates automatically on the earlier of (a) expiration of my two-year certification or (b) ten (10) days after my receipt of written notice from the Company of any default of any terms of the limited license or this Agreement that is not cured within such ten-day period. The lifetime certificate limited license only terminates upon ten (10) days after receipt of written notice from the Company of any default of the terms of the limited license or this Agreement that is not cured in such ten-day period.

20. In no event shall the Company, including its directors, officers, employees, or agents, be responsible for any costs or expenses I or the sponsoring institution incurs with respect to the facilitation of a group, or the cancellation or rescheduling of the group or for any incidental, indirect, consequential, exemplary, or special or punitive damages (including damages for loss of profits, loss of revenues, loss of use of assets, loss of contracts, interruption, loss of information, and the like) arising out of, in connection with the performance or non-performance of or relating to this Agreement, or any curriculum that I facilitate or present, whether under a theory of contract, warranty or duty, tort (including negligence of any person (gross, sole, concurrent, active, or passive), pre-existing condition, or any other legal or equitable theory, or any other cause, or otherwise, even if the Company has been advised of the possibility of such damages **and notwithstanding the failure of essential purpose of any remedy**. Notwithstanding the foregoing, the aggregate maximum liability of the Company to any person, firm, or corporation whatsoever arising out of or in the connection with this Agreement shall be limited in all circumstances to the fee paid by or for me for attendance at the facilitator training.

21. The Company shall not be liable for failure to perform any of its obligations, including and 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 and without limitation weather conditions, travel delays or cancellations, power outages, strikes or labor actions, illness, or acts of God or any other reason resulting from any force majeure event.

22. 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 sponsoring institution that I represent can be sued for breach of contract if I violate any of such terms and conditions of this Agreement or the limited license.

23. This Agreement may not be amended except by written agreement by both parties. The Company reserves all rights not expressly granted to me in this Agreement or limited license whether by estoppel, implication, or otherwise, and any other use not expressly granted herein is strictly prohibited.



Training and Limited License Agreement for
Getting Ahead in the Workplace

TRAINING AND LIMITED LICENSE AGREEMENT
Getting Ahead in the Workplace

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.)