



TRAINING AND LIMITED LICENSE AGREEMENT
Getting Ahead in a Just-Gettin'-By World

Participant Name: _____
(Please print)

Workshop and Certification

1. I am applying for training in the Getting Ahead in a Just-Gettin'-By World certified facilitator training (the "training") 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 certified facilitator training for the purpose indicated below:

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 certified training, including full attendance of all sessions for the entire training and possibly demonstrating proficiency as a facilitator of the materials. Failure to demonstrate proficiency as a facilitator means the Company will permit me to repeat the certified facilitator training without paying another training fee, subject to availability of space in future trainings. The Company has no obligation to put on additional certified facilitator 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 certification. At the end of each two-year period, if I want to remain certified, I will be required to participate in this certified facilitator training again or in a specified recertification training and receive certification on 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 a Just-Gettin'-By World curriculum with my permitted organizations. I agree to refer any other organization requesting a facilitator to the Company and its national consultants.

Intellectual Property

6. The certified facilitator training includes training 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.

7. The Proprietary Materials include copyrighted written 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: *Getting Ahead in a Just-Gettin'-By World* by Philip DeVol, ©2020 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 that 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 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 videotaped adaptations of/from the Proprietary Materials or any derivation of the Proprietary Materials.

9. For each group facilitation, I agree to have the class sponsor purchase a personal copy for each Investigator of the *Getting Ahead in a Just-Gettin'-By World* workbook; it is not acceptable to reuse the Proprietary Materials for multiple training workshops. 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 for DeVol & Associates LLC and aha! Process as publisher, as stated above in Item 7.

10. I agree to adhere to model fidelity when facilitating per Appendix 4, *Facilitator Notes for Getting Ahead in a Just-Gettin'-By World*.

11. I agree to promote and work toward the full implementation of the Getting Ahead model, as described on pages 20–25 of the *Facilitator Notes for Getting Ahead in a Just-Gettin'-By World*.

12. I agree to participate in the Getting Ahead in a Just-Gettin'-By World learning community by attending scheduled webinars and conference calls.

13. 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 the author of this curriculum or the Bridges Out of Poverty engagement manager.

14. I agree to recertify every two years in order to continue training with this material.

15. I agree not to train others as trainers of the Proprietary Materials.

16. 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 are not to the Company's standards, the Company shall have the right to suspend the certification and require my 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.

17. 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 which is not corrected within such ten-day period. The lifetime certificate limited license only 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

18. In no event will the Company be responsible for any costs or expenses I or my sponsoring institution incur 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 me 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 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 delay or cancellation, power outages, strikes or labor actions, illness, or acts of God.

19. 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.

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

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



TRAINING AND LIMITED LICENSE AGREEMENT
Getting Ahead in a Just-Gettin'-By World

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.)