



TRAINING AND LIMITED LICENSE AGREEMENT

College Achievement Alliance

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: _____

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

- Non-Certification—Information and knowledge only.
(I will not be providing the training to anyone else.)
- Certification as a Trainer—Two-Year Certification
(Certification expires on December 31 of the second year after training is completed.)
- Certification as a Trainer—Lifetime Certification
(Requires an additional fee.)

3. Certification requires successful completion of the Workshop, including full attendance of all sessions for the entire Workshop 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 Workshop without paying another training fee, subject to availability of space in future Workshops. The Company has no obligation to put on additional Workshops 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, if I want to remain certified, I will be required to participate in a Recertification Workshop and receive Certification on the Company’s then-existing criteria. If I have chosen the lifetime certification option, I understand I am able to register once per calendar year for a recertification training as a refresher at no cost to me. I also understand this recertification provides me with the newest available updated PowerPoint slides and talking points for my presentation.

5. I acknowledge and agree that as a Certified Trainer I will be authorized only to conduct an overview and full-day training of Understanding and Engaging Under-Resourced College Students and College Retention and Engagement: A Systems Approach. I agree to refer any organization requesting trainings other than these to the Company and to seek the services from a National Consultant.

Intellectual Property

6. The Workshop 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 book titled *Understanding and Engaging Under-Resourced College Students*, the Trainer Certification Manual, 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 or otherwise duplicate these Proprietary Materials, except as expressly permitted in the Limited License. When using the 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: *Understanding and Engaging Under-Resourced College Students*, (p. x), by Becker, Krodell, & Tucker. 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 types of training. This exclusive right extends to reproduction, preparation, and/or publishing hardcover or softcover 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 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 (defined below) purchase a personal copy of the book *Understanding and Engaging Under-Resourced College Students*; 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 allowed to make available to my audience aha! Process provided handouts titled "Directions for Student Life Cycle Analysis," "Directions for Strategic Activity," and "Differentiating Principles." The handouts may be provided in various print formats with the aha! Process copyright and telephone number: ©2012 by aha! Process, Inc., www.ahaprocess.com, (800) 424-9484. All rights reserved.

10. I understand that I am permitted to present up to a two-hour overview of *Understanding and Engaging Under-Resourced College Students* one time to a group within my Permitted Institution or a nonprofit organization within my community without purchase of Proprietary Materials; however, if the group wishes to have more than a two-hour overview of *Understanding and Engaging Under-Resourced College Students*, Proprietary Materials must be purchased as outlined in this agreement. The *only* pages that can be copied for the overview are the "Differentiating Principles" handout that appears in the Proprietary Materials. When copied, the aha! Process copyright and phone number must appear on all copied pages: ©2013 by aha! Process, Inc., www.ahaprocess.com, (800) 424-9484. All rights reserved.

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 during the period of my Certification and subject to this Agreement, including without limitation the following terms and conditions:

12. "Permitted Institutions" includes only the individual college campus or campus system that is my principal employer at the time of Certification or for which I principally act as an adjunct faculty or staff member at the time of Certification. 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 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. 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 are 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 not receive any compensation from my employer for participation in the Workshop or from my employer or any participant in any training I conduct after Certification, other than my regular or overtime compensation applicable to the time devoted to the Workshop, the training, and/or any preparation. I may not present the training as a profit-generating venture for myself or any Permitted Institution. Neither my employer nor I can charge participants or receive compensation from participants for my 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 *Understanding and Engaging Under-Resourced College Students*. Local data can be added to my presentation by attaching a separate document to my handouts; however, the information cannot be added to the PowerPoint.

19. The Limited License terminates automatically on the earlier of (a) termination 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.

General Terms

20. In no event will the Company be responsible for any costs or expenses I or my sponsoring institution incurs 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 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. Use an additional sheet of paper if needed.

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, Inc.