

## HeartMath®

### Building Personal Resilience™ License Agreement

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To be executed upon completion of the Building Personal Resilience™ Certification Program.

It is our pleasure to confirm the terms under which HeartMath is extending to you licensing in our Building Personal Resilience Mentoring Program.

Our joint vision is that you will actively share HeartMath techniques one-on-one with your clients or in a small group setting of 10 or less people, to use and apply the HeartMath techniques and technology. At the successful completion\* of the HeartMath Building Personal Resilience Certification program, you will be able to represent yourself as a HeartMath® Certified Mentor and use names trademarked by HeartMath LLC, HeartMath Institute, Quantum Intech, Inc., and Doc Childre in your promotions.

In order to do this effectively you agree to sincerely practice the HeartMath techniques and act in a manner that does not reflect adversely on HeartMath's name and reputation. (See Code of Conduct)

The "Scope of Practice" for the Building Personal Resilience™ Mentoring process is defined as working with individuals in a one-on-one mentoring or coaching context, or in small groups of 10 or less. This includes, in person or online over time, for example: weekly or bi-weekly for 1 to 1.5 hours per session. This program has been intentionally designed for this specific use and does not include using presentation slides or delivering workshops online. For those interested in delivering online workshops that "Scope of Practice" requires becoming certified in either the Resilience Advantage™ or Activating the Heart of Teams™ Trainer Certification programs.

This License is limited to the use of HeartMath's intellectual property (copyrights, content, techniques, trademarks, etc.) for working with individuals or small groups of 10 or less people. Group work in this context does not allow for the use of HeartMath content on presentation slides in a workshop style. The Building Personal Resilience information must be delivered live, in-person or online—in real time. This license does not give the certified professional the right to create and sell pre-recorded training or to use any pre-recorded content on social media or on a Learning Management system. We encourage you to use presentations and other forms for marketing your business. However, this license does not grant permission to present, teach or use HeartMath's intellectual property in whole or in part in lectures, seminars, or workshops.

In order to assure intellectual property rights protection, the appropriate use of HeartMath's copyrighted material, techniques, registered trademark symbols and designations, and the integrity of information in our public exposure, you agree to distribute only the material approved for such use and supplied to you by HeartMath. As part of your certification, you have access to information and instructions about the proper use of HeartMath trademarks and copyrighted material. If, at any time, you are not clear on the proper use for websites or flyers, please contact HeartMath for assistance at [license@heartmath.com](mailto:license@heartmath.com). If you wish to use the HeartMath trademarks and copyrighted information in books, articles, social media, media outlets, interviews etc., you must first obtain written permission and approval of content from HeartMath. Contact [support@heartmath.com](mailto:support@heartmath.com) and put "PR Permission" in your subject line.

Modifications of the HeartMath techniques and intellectual property are considered derivative works and are the property of HeartMath. Modifications may be made only with specific written permission from HeartMath. Modifications include translations, editorial revisions, or other written adaptations that are based on the original HeartMath work.

This License does not grant permission to extend to others authority to use HeartMath materials or information as stated in this license. If you have members of your staff who deliver your services to your clients, they need to enroll in the certification program and agree to these terms in order to use these materials. There is no obligation for the payment of royalties on income from your use of HeartMath's intellectual property.

We ask that as a certified professional you provide approved handouts to clients who will be going through the entire course. For others who receive only a subset of the course, it is recommended that you provide approved instructional materials or products (e.g., emWave® Pro or Inner Balance™ technology). You may purchase most HeartMath products at a discount that begins at 25%. Contact HeartMath for details of the Wholesale Discount Program.

Information flow and staying current are important to your status as a HeartMath® Certified Mentor. You agree to regularly review the Learning Center, to respond to requests for information within two weeks of that request, and to keep accounts paid in full within thirty days of invoice.

We mutually agree that you are not an employee of, nor do you represent any of the HeartMath companies. As an independent contractor, you are responsible for all costs associated with the use of HeartMath information, including federal and state taxes and all costs associated with your business or for its success and decisions totally independent of HeartMath. HeartMath does not make any warranties or representations as to your success as a HeartMath® Certified Mentor. If you have employees who become certified, you agree that they will follow the terms of this Agreement.

Because HeartMath research and techniques relate to mental, emotional, and physical health you agree to act in accordance with the following HeartMath policy and not make any claims contrary to this policy:

*“HeartMath has developed highly successful programs for self-improvement in mental, emotional and physical balance. HeartMath Technology and materials are not intended to replace treatments for medical or psychological conditions by licensed physicians, psychologists or other health care professionals.”*

If any conflicts arise, we agree to 1.) Directly negotiate with each other; 2.) Choose an independent third-party mediator; and 3.) If we still cannot reach agreement, to use binding arbitration instead of going to court. If we were not able to work out our problems in those ways immediate irreparable injury could be caused for which injunctive relief is an appropriate remedy in addition to others. If you have a dispute with a client or other third party relating to HeartMath technology, notify us so we can be present at a meeting of the parties to assist in resolution.

We both agree not to assign this agreement to anyone else and not to modify it except in writing. We cannot bind each other or act as each other's agent. HeartMath is not liable for your actions, and you are not liable for HeartMath's actions. We will both keep adequate liability insurance.

This License shall be governed in accordance with the laws of the State of California. In the event that any actions are necessary to resolve the terms of this Agreement, the venue for any action concerning this Agreement shall be Santa Cruz County, California. The terms of this agreement are effective as of the date of registration into the program.

### **HeartMath® Certified Professional Code of Conduct**

As a prospective HeartMath® Certified Professional, I understand the importance of maintaining the highest quality and integrity during the certification process and in my interactions with those who attend sessions I offer after certification is complete. I understand that my own personal practice of the HeartMath principles and techniques that I will be teaching is an important qualification and requirement for being a HeartMath® Certified Professional.

- ✓ I agree to ongoing study and practice of the principles, techniques, and technologies of the HeartMath System to ensure the integrity of my service.
- ✓ I agree to regularly review HeartMath's Learning Center or Resource Center for information updates relevant to my specific HeartMath certification.
- ✓ I agree to uphold the name, goodwill, and integrity of HeartMath, its programs and materials as an independent licensed representative of the brand.
- ✓ I agree to provide a psychologically safe training, mentoring or clinical experience for everyone, regardless of any personal bias, characteristic, belief, or attribute. This includes but is not limited to, gender, gender identity and expression, sexual orientation, disability, physical appearance, body size, race, age, profession, political orientation, religion, or spiritual orientation.
- ✓ I understand that the implicit or explicit use of sexual language and imagery is not appropriate during any training events, practicing with other partners, in teach back contexts or in delivery or facilitation of HeartMath material.
- ✓ I acknowledge that if I violate these rules I may be sanctioned or expelled from the event or certification community without a refund at the discretion of the training organizers.

\*Successful completion of the HeartMath® Building Personal Resilience™ Certification Program is dependent upon the following criteria:

- Listen to all recorded classes. Listen prior to attending the live class.
- Attend all live classes. If you must miss a live class, you need to listen to the live class recording.
- Complete 4 sessions with each of 2 practice clients.

- Provide name, email, and phone for two clients of your choice and successful completion of 4 sessions with both clients as part of the Working with Others requirement.
- All questionnaires need to be completed for each Pre-recorded and Live classes.
- Sign the Code of Conduct

*HeartMath is a registered trademark of Quantum Intech inc. For all HeartMath trademarks go to [www.heartmath.com/trademarks](http://www.heartmath.com/trademarks)*