

**HeartMath® Certified Trainer
Organizational License Agreement
Terms and Conditions**

Trainer Training—HeartMath® will train and certify you (hereafter “Trainer”) to deliver HeartMath’s (HM) Intellectual Property (IP) within your organization as specified in the Individual Certified Trainer’s Agreement below. Status as an official HeartMath® Certified Trainer will commence upon successful completion of the certification program.

HeartMath’s Intellectual Property (IP) — In order to assure intellectual property rights protection, the appropriate use of copyrighted information and registered trademark symbols and designations and the integrity of information in our public exposure, Trainer agrees to distribute only the material approved for such use, supplied by HeartMath. Trainer agrees to obtain written permission from HeartMath on any use of HeartMath IP in handouts, slides, books, articles, Websites, media outlets, etc., not provided by HeartMath. This license does not give Trainer the right to create and sell pre-recorded training or to use HeartMath pre-recorded content on social media or any Learning Management System platform. The programs, either online or classroom, must be delivered “live” and in real time. Live online delivery may be on Skype, Maestro, Zoom, GoToMeeting, or an equivalent platform. The learning materials HeartMath provides are protected by copyright law and may not be reproduced without specific written permission.

Trainer will receive slides that are unlocked in order to be able to blend these slides within the organization’s program(s). All HeartMath trademarked names, copyright and logos must be included on the blended slide deck and other material for the brand to be referenced, acknowledged, and protected. Trainer will provide any trademarked technique with the published steps, as written, and those steps will not be pulled apart and blended with other methodologies or techniques, as they are evidence-based tools and techniques. Trainer agrees not to imply the evidence-based studies are connected to other methodologies or processes. Use of graphs, images or other HeartMath related images from the PowerPoint materials provided may not be used on any other platform, example: social media, flyers, books, media.

Derivative Works—Modifications of the HeartMath IP are considered derivative works and belong to HeartMath. Modifications include excerpts, translations, editorial revisions, interpretive matter, annotations, elaborations or other adaptations or forms of presentation (such as webinars or virtual training) that are based on the original HeartMath work. Modifications may only be made with specific written permission from HM. If Trainer is asked to collaborate with HeartMath to create a derivative product, HeartMath will own the copyright for the product unless we both agree differently in writing.

Trainer Materials— Trainer will receive copyrighted materials from HeartMath. Once the certification training is completed, Trainer may use these copyrighted materials except those materials marked “confidential” or “proprietary” by HeartMath which are for personal use only unless written permission to copy or reproduce them is obtained from HeartMath.

Medical Disclaimer—Because HeartMath research and techniques relate to mental, emotional, and physical health Trainer agrees to act in accord 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.”

Term—This agreement is valid for one year and will automatically renew for additional 1-year periods provided 1) all fees owed to HeartMath by your organization are current and 2) Trainer has followed the requirements outlined in the Individual Certified Trainer Agreement and Code of Conduct.

Miscellaneous— HeartMath and Trainer both agree not to assign or transfer this agreement to anyone else. Neither can bind the other nor act as the other’s agent.

Choice of Law—This Agreement and all written approvals and consents granted by HeartMath to Licensee in connection with this Agreement shall be governed by and interpreted under the laws of the State of California, U.S.A. (without giving effect to principles of conflicts of laws). Licensee specifically consents to the exercise of jurisdiction by such courts.

Entire Agreement—This written Agreement contains the entire terms and conditions of the Certified Trainer Agreement with HeartMath and may only be modified in writing by both Trainer and HeartMath. This Agreement is binding upon any successor, assignee, corporation or partnership with whom Trainer is associated. The terms and conditions of this agreement shall govern and supersede any conflicting terms in any proposal or other contract document.

Counterparts—This Agreement may be executed in counterparts.

Individual Certified Trainer’s Agreement

I understand that being a HeartMath Trainer requires that I agree to the following terms and that if I am unable to follow these terms, I will lose my standing as a HeartMath Trainer.

I understand and agree that the information and all materials given to me in connection with Trainer training (the “Proprietary Information”) are the sole property of HeartMath, HeartMath Institute and/or Quantum Intech (collectively “HeartMath”).

I understand that this Proprietary Information, whether or not protected by copyright, is not to be copied or reproduced in any way and that I will not permit any Proprietary Information in my possession to be duplicated or reproduced and I shall not modify training materials.

I will not present the Proprietary Information to anyone other than those in a HeartMath workshop or presentation I have been contracted to deliver by my organization. I agree that I will not use the HeartMath name or Proprietary Information for any other purpose.

Upon the termination of my relationship with my organization or if I fail to follow any of the terms of this Agreement, I will immediately return all Trainer’s training materials to my organization to return to HeartMath, including, but not limited to, Manuals, workshop materials and Trainer videos.

I agree not to:

- Present any Proprietary Information for any purpose inconsistent with this Agreement.
- Present or use Proprietary Information in any presentation outside of my relationship with my organization.
- Train others to present Proprietary Information.

CERTIFIED TRAINER CODE OF CONDUCT

As a condition of being a HeartMath® Certified Trainer, I agree to practice the following “Code of Conduct:”

As a HeartMath Trainer, I understand the importance of maintaining the highest quality and integrity in my interactions with those who attend my presentations. I understand that practicing the HeartMath principles and tools I will be teaching is an important qualification for being a HeartMath Certified Trainer. Therefore, I agree to abide by the following:

I agree to ongoing study and practice of the principles and tools of the HeartMath system, to the best of my ability.

I agree to sincerely practice with the HeartMath technology as taught in seminars and workshops.

I agree to register on HeartMath’s Certified Trainer Resource Center and regularly review the site for workshop updates and other information relevant to my workshop delivery.

Effective Date—Effective as of the completion of the Certification Program

HeartMath



Tricia A. Hoffman
Director, Training and Licensing

This Agreement Has Been Accepted – by the check box on your application form