

## Certified Trainer Licensing Agreement

Document date: December 26, 2007

- 1) This Agreement is established between the CERTIFIED TRAINER and Mediation Training Institute International (the LICENSOR), concerning licensure to conduct the Self-as-Mediator Seminar™ or the Manager-as-Mediator Seminar™ (the COURSE), which is a component of the Managing Differences Seminar Series™ and the MTI Training System™ (MTS), a proprietary service of the LICENSOR.
- 2) The CERTIFIED TRAINER is identified as the individual named on a certificate entitled “Certified Trainer of Managing Workplace Conflict,” signed by an authorized representative of the LICENSOR.
- 3) This Agreement takes effect on the date on which the CERTIFIED TRAINER completes all criteria for certification, as set forth below. Upon completion of these criteria, the certificate identified above will be deemed valid. Thereafter, the CERTIFIED TRAINER is declared licensed by the LICENSOR to conduct the COURSE under the terms described herein.
  - a) First criterion: Successful completion of a Certification Conference in Managing Workplace Conflict offered by the LICENSOR.
  - b) Second criterion: Acceptance of this Agreement.
  - c) Third criterion: Completion of the *Managing Differences Learning Test™* (MDLT). A minimum score of fifty percent is required. Individuals who achieve a ninety percent level on the MDLT receive the designation “Subject Matter Expert.” The MDLT may be retaken any number of times, as desired by the CERTIFIED TRAINER as a developmental process.
- 4) CERTIFIED TRAINERS who wish to be eligible for assignment as Subcontractors or to be authorized Resellers (see “Roles of CERTIFIED TRAINERS” below) must meet these additional requirements:
  - a) Submission of a biodata statement according to the specifications found in the password-protected support directory accessible to CERTIFIED TRAINERS.
  - b) Completion of an initial or pilot presentation of the COURSE attended by at least nine participants followed by a telephone consultation with the Director of Training of the LICENSOR.
- 5) The CERTIFIED TRAINER may publicly represent himself/herself as a “Certified Trainer of Managing Workplace Conflict” who has received training and certification by the “Mediation Training Institute International.” The CERTIFIED TRAINER may not claim any other role or affiliation with Mediation Training Institute International.

- 6) External (self-employed) CERTIFIED TRAINERS who maintain a personal or professional webpage are permitted and expected to place the seal (a .jpg image) found at [www.mediationworks.com/123/certify](http://www.mediationworks.com/123/certify) indicating that the holder is certified by the LICENSOR as a trainer of the COURSE. The seal image should be linked to the CERTIFIED TRAINER's individual bio page found in the public Directory of Certified Trainers located at [www.mediationworks.com/map](http://www.mediationworks.com/map). Use of the seal by any individual who is not a currently active CERTIFIED TRAINER is prohibited.
- 7) The LICENSOR agrees that the CERTIFIED TRAINER may conduct the COURSE, without expiration of date and without limitation as to number, or to geographical location of presentations, except as set forth below, so long as the CERTIFIED TRAINER remains ACTIVE. "ACTIVE" shall be construed to mean that the CERTIFIED TRAINER has conducted at least one presentation of either COURSE, attended by at least nine participants, or has attended a Certification Conference as a refresher, within the previous twelve months.
- 8) Roles of CERTIFIED TRAINERS.
  - a) Internal. CERTIFIED TRAINERS whose responsibilities include delivery of classroom training for other members of their employing organization may coordinate purchase by their employer of workbooks, sourcebooks, and other intellectual property represented by the COURSE by use of the "Network Purchase Order Form" for prices detailed in the "Network Price List."
  - b) Reseller. CERTIFIED TRAINERS who offer their services to clients as independent consultants may purchase and resell workbooks, sourcebooks, and other intellectual property represented by the COURSE, in accordance with terms found in the document entitled "Reseller Agreement" for prices detailed in the "Network Price List." The CT is free to negotiate fees with clients, and may use MTI's "Customer Price List" to quote as "recommended" prices.
  - c) Subcontractor. Active CERTIFIED TRAINERS are eligible to serve as subcontractors to the LICENSOR to deliver the COURSE as part of service agreements of the MTI Training System™ between MTI and its corporate and government clients. The CT will receive pre-negotiated compensation for training services provided.
  - d) Referrer. CERTIFIED TRAINERS may refer prospective clients to the LICENSOR for establishment of a MTI Training System™ service agreement, which typically includes delivery of the COURSE. As compensation for the referral, the CERTIFIED TRAINER will receive a commission as well as first consideration as the subcontractor to provide instruction of the COURSE. See other documents available from the LICENSOR for additional information.
- 9) CERTIFIED TRAINERS who act in the role of reseller agree to ensure that each participant of the COURSE is provided an original and previously unused workbook, sourcebook, and other properties of the COURSE.
- 10) The LICENSOR agrees to provide certain marketing and sales aids to the CERTIFIED TRAINER, including but not limited to the following:
  - a) A searchable database on the website of the LICENSOR containing biographical data and qualifications of each ACTIVE CERTIFIED TRAINER.

- b) A one-page reproducible flyer (PDF) for each COURSE, containing the name and direct contact information of the CERTIFIED TRAINER.
  - c) PowerPoint presentations designed to support informative, promotional oral presentations to audiences that may be addressed by the CERTIFIED TRAINER.
- 11) Consistency of quality of presentation of the COURSE requires that the LICENSOR controls who may certify others as Certified Trainers of the COURSE. Therefore, the CERTIFIED TRAINER is expressly prohibited from representing in any way the authority to certify other individuals to conduct the COURSE.
  - 12) The LICENSOR agrees that the CERTIFIED TRAINER, following initial certification, may attend any number of subsequent Certification Conferences as a refresher (Registration Track 4). The LICENSOR further agrees that such attendance by a CERTIFIED TRAINER who has become inactive will re-initiate active status so that the rights granted herein resume.
  - 13) The CERTIFIED TRAINER acknowledges that the LICENSOR is the lawful owner of the intellectual property that is included in and represented by the COURSE, and respects the rights of the LICENSOR to control the sale and distribution of said property.
  - 14) The CERTIFIED TRAINER accepts the following restrictions on use of workbooks, PowerPoint presentations, videos, and other materials or instructional aids pertaining to the COURSE (COURSE MATERIALS):
    - a) The CERTIFIED TRAINER agrees to not use any portion of COURSE MATERIALS for any purpose, including design or delivery of training programs, other than presentation of the COURSE without prior written permission of the LICENSOR.
    - b) The CERTIFIED TRAINER agrees to not photocopy or otherwise duplicate physically or electronically, in whole or in part, any portion of COURSE MATERIALS, which are protected by international copyright conventions.
  - 15) The LICENSOR agrees to deliver to the CERTIFIED TRAINER, at no cost and at the time of the CERTIFIED TRAINER's order of materials in advance of the next presentation of the COURSE, all upgrades and revisions of the COURSE MATERIALS so long as the CERTIFIED TRAINER remains active.
  - 16) CERTIFIED TRAINERS are automatically included in the pool of service providers that may be drawn upon by MTI Consulting Associates, a division of the LICENSOR, and are eligible to serve as subcontractors in client contracts that contain services in which the CERTIFIED TRAINER has demonstrated competency.
  - 17) Violation by the CERTIFIED TRAINER of any of the foregoing prohibitions will result in decertification and withdrawal of rights granted in this Agreement, and may result in legal action. Refer to the page titled "Copyright Violation and Its Remedy" on the website of the LICENSOR.
  - 18) The CERTIFIED TRAINER agrees to hold the LICENSOR harmless regarding any actions of the CERTIFIED TRAINER and any intended or unintended consequences of such actions.

- 19) The CERTIFIED TRAINER and the LICENSOR each agree to waive subrogation of the other party in the event of either party being the defendant in a litigated dispute or other legal claim.
- 20) This Licensing Agreement supersedes all previous versions. The LICENSOR retains the right to modify this Agreement, and agrees to maintain on the website of the LICENSOR the current version.
- 21) In reference to the second criterion for certification, above, the CERTIFIED TRAINER may print the last page of this document, sign and date below, and deliver to the LICENSOR by any of the following means:
- A) Fax: (913) 273-1919
  - B) Print, scan, and attach to email to [ctsupport@mediationworks.com](mailto:ctsupport@mediationworks.com)

\_\_\_\_\_  
Printed name of the CERTIFIED TRAINER

\_\_\_\_\_  
Signature of the CERTIFIED TRAINER

\_\_\_\_\_  
Date

This is version 20071226 of the Certified Trainer Licensing Agreement.