

Building Personal Resilience™ License Agreement

Appointment as an Independent HeartMath® Certified Mentor — It is our pleasure to confirm the terms under which you may use the information and materials you will receive upon completion of the Building Personal Resilience™ Mentor Certification Program.

Scope of Practice — Our joint vision is that you will actively share HeartMath techniques according to your Scope of Practice. The “Scope of Practice” for *Building Personal Resilience™ (BPR)* is defined as working with individuals in a one-on-one mentoring/coaching context, or in small groups up to 6. This includes, live, 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. This certification does not license you to certify others or to deliver workshops.

For those interested in delivering in-person or online workshops with groups of any size, that “Scope of Practice” requires becoming certified in either the Coherence Advantage™ or Activating the Heart of Teams™ programs.

Certified Mentor’s Field of Use — is worldwide.

Conduct — In order to effectively represent HeartMath, we ask that the Mentor sincerely practice the HeartMath techniques and agree to observe the highest standards of proper and ethical conduct. Mentor agrees to follow the directions and guidelines established by HeartMath for the delivery of HeartMath Intellectual Property (IP) by signing the Code of Conduct and agreeing to the complete terms of this agreement.

Official Title and Relationship to HeartMath — Your official title is: HeartMath® Certified Mentor and your relationship to HeartMath is a licensed independent certified professional. Always identify yourself as a licensed independent certified professional, using your certification title accurately to distinguish you from an employee of a HeartMath company. Always use the appropriate logo for your certification type; Example: HeartMath® Certified Mentor or Coach and follow the IP guidelines.

www.heartmath.com/trademarks

Independent Contractor — 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. Liability insurance is the responsibility of the Mentor. HeartMath does not provide individual liability insurance.

If you have members of your staff who deliver your services to your clients, they must 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 IP. HeartMath does not make any warranties or representations as to the success of Mentor’s independent business.

HeartMath’s Intellectual Property (IP) — This License is limited to the use of HeartMath’s intellectual property (copyrights, content, techniques, trademarks, etc.) 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, Mentor agrees to distribute only the material approved for such use, supplied by HeartMath. Mentor 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. The learning materials HeartMath provides are protected by copyright law and may not be reproduced without specific written permission. When using HeartMath Trademarked names or terms in communications such as websites, flyers, etc., certified mentors are required to add the proper markings and an attribution statement.

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 and put “PR Permission” in your subject line.

The official attribution statement is: *HeartMath is a registered trademark of Quantum Intech, Inc. For all HeartMath Trademarks go to www.heartmath.com/trademarks.* Note: This attribution is usually added in 8pt font, italics. For questions or clarification, email license@heartmath.com

Using HeartMath Intellectual Property in an App — HeartMath intellectual property is exclusively licensed to you as an independent contractor for delivery with clients in person or live online. HeartMath intellectual property (content) is prohibited from being used in any customized app or being prerecorded, without a written proposal and review of said proposal by HeartMath legal.

License Revisions — Information flow and staying current are important to your status as a HeartMath® Certified Mentor. You agree to regularly review the Learning Center and review current license agreement updates. HeartMath reserves the right to change any of the techniques in future programs, books, media, blogs, free programs, etc. We may revise the Terms of the agreement from time to time, if a revision, in our sole discretion, is appropriate. It is the responsibility of the certified professional to periodically check for updates to the license agreement. Updates will be located in *the Learning Center*. By continuing to access or use the HeartMath® Certified Mentor logo and materials after revisions become effective, you agree to be bound by the revised Terms to stay in official standing as a certified professional. Official changes to actual certification programs will be communicated appropriately.

License Updates:

Periodically HeartMath may provide program ‘Updates,’ to assure delivery quality, integrity of brand messaging, changes to trademarked technique language or simple modifications to meet the times. These updates will be included within your license.

License Upgrades:

When HeartMath changes the overall program structure, including but not limited to new content, program name, or significant program add-ons, these are considered program ‘Upgrades’ and will have a designated purchase price to become certified to deliver the upgraded program. HeartMath will notify mentors of the upgrade. It is the mentor’s choice to become certified in the upgraded program.

Providing Recorded Replays — Your HeartMath license states that recordings of the sessions can only be provided to Mentoring or Coaching clients. Permission to record is required. These recorded replays are available for personal use only and are not to be downloaded or distributed to anyone outside of the registered individual or small group.

Recordings must be posted securely so that they cannot be accessed by anyone outside of the individual or small group that participated in the sessions. There are many secure file sharing options you can utilize such as Dropbox, etc. to provide access to these files after the session. If any sessions are posted to Vimeo, they must be password protected. Any posted recorded videos to a secure file sharing program, such as Dropbox, must be view-only so they cannot be downloaded.

Note: It is the certified professional’s responsibility to ensure that these guidelines are followed when sharing the recording of in-person or online classes.

Pre-recording audios on social media — Certified Professionals may create separate short video or audio recordings of each of the following official HeartMath Techniques: Heart-Focused Breathing™, Quick Coherence®, and Heart Lock-In® using the steps taught in your certification program. Certified Professionals may deliver or distribute these to their community through social networks, including Facebook Live or Clubhouse. These recordings are to be 5 minutes or less and are suggested to be provided at no charge. The HeartMath trademarks and attribution statement are required.

Derivative Works — Modifications of the HeartMath IP (intellectual property) 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 that are based on the original HeartMath work. Modifications may only be made with specific written permission from HM. If Mentor 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.

Client Resources —As a certified professional you may provide approved handouts to clients who will be going through the Building Personal Resilience™ sessions. 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% for the first year. Contact HeartMath at support@heartmath.com for details of the Wholesale Discount Program.

Confidentiality — Mentor understands that as a licensee, Mentor may learn of confidential information regarding HeartMath and/or its customers or prospects. Mentor agrees not to divulge any confidential information regarding HeartMath and/or its customers at any time during or following the term of this agreement. Mentor shall advise HeartMath immediately in the event of any loss or inadvertent disclosure of such information. Mentor agrees not to publish any conclusions, summaries, or profiles regarding work done using HeartMath technology without the written consent of HeartMath, which shall not be unreasonably withheld. Publication of research findings must be reviewed and approved by HeartMath prior to publication.

Duration — This agreement is valid for one year and will automatically renew for additional 1-year periods provided Mentor has followed the requirements in Exhibit A and B.

Compliance — Infractions of the entire guidelines and criteria, including Exhibit A and B, may result in removal of certification status. HeartMath reserves the right to modify the specific terms of our certification agreements based on these or any other expressions of non-compliant behavior or unconscionable conduct. HeartMath will provide notice of a specific breach of the agreement, and Mentor will have 30 days to resolve said breach. If the breach is not satisfactorily resolved within 30 days, HeartMath can at its discretion terminate this agreement. We will communicate in writing any changes to these guidelines or existing policy. If terminated, Mentor agrees to cease using HeartMath IP in the delivery of their mentoring sessions.

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.”

Disagreements — If any conflicts arise, HeartMath and Mentor agree 1) to directly negotiate with each other; 2) to choose an independent third-party mediator; and 3) if agreement still cannot be reached, instead of going to court, to use binding arbitration utilizing the American Arbitration Association, San Jose, CA with its rules. If HeartMath and Mentor are not able to work out their problems in those ways, immediate irreparable injury could be caused for which injunctive relief is an appropriate remedy in addition to others.

Miscellaneous — 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.

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 Mentor Agreement with HeartMath and may only be modified in writing by both Mentor and HeartMath. This Agreement is binding upon any successor, assignee, corporation or partnership with whom Mentor 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.

**HeartMath reserves the right to change any of the techniques in future programs, books, media, blogs, free programs, etc. Official changes to actual certification programs will be communicated appropriately.*

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

EXHIBIT A

Guidelines for Delivering and Advertising the Building Personal Resilience™ content as a HeartMath® Certified Mentor:

Delivering — There are two main approaches to sharing HeartMath Building Personal Resilience™ (BPR) content. *The delivery options must be shared within the Scope of Practice below.*

- HeartMath “Named” approach (i.e.: Building Personal Resilience™)
- The “Hybrid” approach (i.e.: Using a Non-HeartMath® Program name) .

Scope of Practice — *Our joint vision is that you will actively share HeartMath techniques according to your Scope of Practice. The “Scope of Practice” for Building Personal Resilience™ (BPR) is defined as working with individuals in a one-on-one mentoring/coaching context, in small groups of 6 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.*

Delivering pursuant to the terms regarding IP usage stated in the Certified Mentor Agreement, Mentor has been certified to deliver the following HeartMath content in its entirety or as indicated below:

Criteria for delivering a HeartMath Building Personal Resilience™ “Named” approach:

A **“Named”** approach must include the following criteria:

1. In the “Named” approach, the program delivery utilizes 80%, or more, HeartMath content from the Building Personal Resilience™ material the Mentor or Coach is currently licensed to deliver.
2. Naming: A HeartMath® Certified Mentor or Coach *must* include the official HeartMath trademarked name: Building Personal Resilience™ in either the *Title or Subtitle and Description* of the program.
3. The Building Personal Resilience™ “Named” approach is specifically designed as a dynamic, interactive engagement process to be delivered live, in person or online with client(s), and MAY NOT be pre-recorded. Recordings of sessions or content can only be provided to registered individuals or small groups AFTER the session. These recorded session replays are to be available for personal use only and are not to be downloaded or distributed to anyone outside of the registered individual or small group. *Permission to record is required during the live sessions.*

Criteria for delivering a HeartMath Building Personal Resilience™ “Hybrid” Program:

A “Hybrid” approach is designed to include a mix of mentor or coach’s own content, based on the mentor’s area of expertise, with HeartMath content.

A “Hybrid” approach must follow the following criteria:

1. A “Hybrid” approach is a blend of ANY percentage between a “Named” approach and your personal content.
2. Naming: With this approach the mentor or coach can add HeartMath names or terms *in the program Description, but you cannot include them in the program Title or Subtitle.*
3. These “Hybrid” sessions are to be delivered live, in person or online, and MAY NOT be pre-recorded. Recordings of sessions or content can only be provided to registered individuals or small groups. These recorded replays are available for personal use only and are not to be downloaded or distributed to anyone outside of the registered individual or small group. *Permission to record is required during the live session.*

Advertising — A HeartMath® Certified Mentor may advertise services as a HeartMath® Certified Mentor, however you may not 1) bid specifically on/purchase any HeartMath trademarked [names or terms](#) using Google Adwords or 2) create a paid Facebook advertising campaign directly targeting Facebook users who have “liked or followed” any HeartMath Page or are a part of any HeartMath Group. These clarifying points help create an equitable landscape.

Contact license@heartmath.com if you have questions.

EXHIBIT B

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'll be sharing 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 any mentoring or coaching context, or in sharing HeartMath licensed 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.

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