

The Resilient Heart™ – Trauma-Sensitive HeartMath® Certification Letter of Agreement

Our joint vision is that you will actively integrate the tools and techniques contained in The Resilient Heart™(TRH) into your professional work with clients or patients. Toward that end, we are extending to you permission to use specific HeartMath tools, techniques, and processes within your professional practice.

At the end of the course upon certification you may claim you have been trained through The Resilient Heart™ – Trauma-Sensitive HeartMath Certification Course. You agree that you will represent your knowledge of the HeartMath System, the scientific research that underlies the System and protocols presented in the TRH course in a manner which does not reflect adversely on the name and reputation of the HeartMath organization. See Code of Conduct at the end of this document.

Certification status as a Trauma-Sensitive HeartMath® Certified Practitioner is optional and will be granted upon completion of a 75% or higher on the exam and proof of health professional credentials. Upon meeting these requirements, you will receive a certificate confirming your status as a Trauma-Sensitive HeartMath Certified Practitioner.

The HeartMath® The Resilient Heart (TRH) – Trauma-Sensitive certification program is designed to be used in a clinical setting integrating the practice for use with patients or clients. The “Scope of Practice” for this program is defined as working with individual patients/clients in a one-on-one clinical or therapeutic context or in small groups of 10 or less, in person or online over time, example: weekly or bi-weekly for 1 to 1.5 hours per session. This certification does not include the use of HeartMath-branded presentation slides in a workshop style format.

For those interested in becoming a HeartMath® Certified Trainer and delivering HeartMath workshops, that “Scope of Practice” requires certification in either the Resilience Advantage™ or Activating the Heart of Teams™ programs.

This agreement is valid for one year and will renew for additional 1-year periods, provided the Health Professional has followed the requirements in this License Agreement and Code of Conduct.

We mutually agree that this Agreement limits the use of The Resilient Heart – Trauma-Sensitive HeartMath Certification to individual instruction in a health care professional context. Regular, on-going group therapy in a clinical context such as anger management or substance abuse programs is included within the concept of individual instruction.

This Agreement does not grant permission to teach or present the contents of the TRH course including specific techniques or clinical intervention protocols, in whole or in part, in seminars, lectures or workshops or to groups of people without prior written permission from HeartMath. However, basic science information and/or outcome data regarding the effectiveness of the use of HeartMath techniques in various populations may be presented in educational venues, such as conferences, lectures or classes without prior permission.

You will be furnished materials from HeartMath that are copyrighted. You may use these copyrighted materials with your clients or patients except those materials marked “confidential” or “proprietary” by

HeartMath which are for your personal use only unless written permission to copy or reproduce them is obtained from HeartMath. The Course and its materials are presented using the English language. Translation of the materials into other languages is not permitted without prior express written permission from HeartMath.

The TRH course and its materials are presented using the English language. Translation of the materials into other languages is not permitted without prior express written permission from HeartMath. In order to assure intellectual property rights protection, the appropriate use of copyright and 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. You agree that you will not use the HeartMath trademarks and copyrighted information in handouts, slides, books, articles, Web sites, media outlets, etc. unless you first obtain written permission from HeartMath. If you are not clear on the proper use of any HeartMath trademarks and copyrighted material, contact HeartMath for assistance.

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, interpretive matter, annotations, elaborations or other adaptations or forms of presentation that are based on the original HeartMath work.

Failure to fulfill any provision of this agreement results in termination within thirty days' notice of the deficiency unless it has been remedied. In this Agreement, when permission or authorization is required, permission can be provided either in writing or electronically.

This Agreement does not grant permission to extend to others authority to use TRH materials or information. If you have members of your staff who deliver your services to your clients or patients, they must attend the certification course and agree to these terms in order to use TRH materials.

There is no obligation for the payment of royalties on income derived from use of HeartMath materials or information as part of your therapeutic work. This Agreement does not grant permission to use, promote or sell the HeartMath name, proprietary information, or training materials for any purpose other than in your own therapeutic work without prior written permission.

We mutually agree that you are not an employee of HeartMath, nor do you represent the HeartMath organization. As such, you are responsible for all costs associated with the use of HeartMath information. If you have employees, you agree that they will follow the terms of this Agreement. HeartMath does not make any warranties or representations as to the success of the value or role of HeartMath in that success. Information flow and staying current are an important element of this Agreement. Thank you for agreeing to notify HeartMath of any change in address, phone number and email.

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

"HeartMath has developed The Resilient Heart – Trauma-Sensitive HeartMath Certification 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 are 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. The terms of this agreement will be enforced under California law when you accept the terms and conditions of this agreement.

Trauma-Sensitive HeartMath® Certified Practitioner 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. 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 Trauma-Sensitive HeartMath® Certified Practitioner.

- ✓ 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.

HeartMath is a registered trademark of Quantum Intech, Inc. For all HeartMath trademarks go to www.heartmath.com/trademarks.