

IMAGO RELATIONSHIPS INTERNATIONAL - WORKSHOP PRESENTER AGREEMENT

Please return to: IRI Professional Training Coordinator, 160 Broadway, East Building, Suite 1001, NY, NY 10038, Tel: 212.240.1074 Fax: 212.240.7435

This will confirm the agreement between Imago Relationships International (hereafter referred to as IRI), Harville Hendrix, Ph.D. (hereafter referred to as Hendrix), and

(Please print trainee's full name and credentials)

(hereafter referred to as Workshop Presenter) with authority to conduct "Getting the Love You Want" Workshops for Couples as embodied in the following copyrighted materials: 1) "Getting the Love You Want" Manual, 2) Imago Relationship Therapy Manual, 3) audio and video tapes, 4) any future books, articles, and pamphlets, and 5) other hand-outs based on Imago Relationship Therapy as developed by IRI/Hendrix.

- 1) A Certified Workshop Presenter may represent him/herself as trained in Imago Relationship Therapy and certified to conduct "Getting the Love You Want" Workshops for Couples. In addition, Workshop Presenter may present up to one day seminars or lectures on Imago Relationship Therapy for educational and/or marketing purposes as long as it is clear in all promotional materials that the seminar or lecture is educational and is not considered a training or certification program. When leading a seminar or a lecture, "Getting the Love You Want" can not be used as a title. "Getting the Love You Want" is exclusively used as the title of Couples Workshops.
- 2) Workshop Presenter may conduct "Getting the Love You Want" Workshops for Couples in private practice, as a staff member of an organization, or as an independent contractor for organizations or person sponsoring such Workshops.
- 3) Before using Imago Relationship Therapy and at all times while using it, Workshop Presenter will obtain and maintain in effect professional liability insurance in an amount not less than \$1 million per occurrence. Such policy provides that it may not

be canceled or fail to be renewed on less than 15 days notice to Imago Relationships International. Workshop Presenter will promptly provide IRI/Hendrix a certificate of such insurance and of any policy that replaces such insurance. If, for any reason, such policy is canceled or not renewed, Workshop Presenter will not practice Imago Relationship Therapy until such policy is replaced and a certificate of insurance with respect thereto is provided to Imago Relationships International.

- 4) Whenever a "Getting the Love You Want" workshop is presented by the Workshop Presenter, it shall be identified as such and represented as developed by IRI/Hendrix and owned by Imago Relationship Therapy. The Workshop Presenter agrees to present "Getting the Love You Want" workshops according to the written and oral instructions and guidelines provided by IRI/Hendrix, and Course Instructor (s) in the Workshop Presenter Training Program and any subsequent amendments. The concepts of Imago Relationship Therapy, its content and procedures, shall not be materially varied by the Workshop Presenter without the prior written consent of IRI /Hendrix.
- 5) Trainer and IRI/Hendrix agree to provide the Workshop Presenter with materials to help present Imago Relationship Therapy. Materials will include, but are not necessarily limited to: "Getting the Love You Want" manuals, tapes, evaluation forms. Promotional material for workshops provided at a reasonable cost may also include: pamphlets and brochures, names and addresses of inquirers from IRI database, and local media contact information when available. Additionally, IRI will advertise Workshop Presenter's "Getting the Love You Want" Couples Workshops in the Imago Resource Catalogue. It is the Workshop Presenter's responsibility to provide dates of their workshop to IRI by the deadline imposed by IRI for such dates.
- 6) IRI agrees to inform and supply Workshop Presenter with any revised concepts and procedures of Imago Relationship Therapy and updated "Getting the Love You Want" Workshop materials as they become available, and Workshop Presenter agrees to use such updated concepts and materials in any future Workshops.

- 7) Workshop Presenter agrees to keep a log of Workshop participants' names and addresses for research, follow-up, and census-keeping, a record of fees received, books and material provided to participants, any materials sold, and other matters, if requested by IRI/Hendrix, which are relevant to the presentation of Imago Therapy. Workshop Presenter also agrees to provide names and addresses of Workshop participants to IRI in a timely manner.

- 8) Workshop Presenter agrees to provide each participant of "Getting the Love You Want" Workshops one new set of "Getting the Love You Want" materials for the participants' use and retention, and further agrees to purchase all said materials from IRI respecting all copyrights.

- 9) When Workshop Presenter presents workshops for any sponsoring organization which does not have an in-house training agreement, Workshop Presenter will inform the organization of the policies and procedures of IRI regarding use of copyrighted materials, and Workshop Presenter will present workshop only for organizations who abide by all policies, procedures, and fees as are contained in this agreement.

- 10) Workshop Presenter recognizes the value of the good will associated with the Imago concept, the name of IRI/Hendrix, the "Getting the Love You Want", and all materials. Workshop Presenter acknowledges that all rights herein belong exclusively to IRI/Hendrix and agrees to cooperate fully and in good faith to secure and preserve Harville Hendrix's right in his name, the Couples Workshop program, materials, Imago Relationship Therapy, and its procedures including complying with all instructions by IRI/Hendrix relating to the placement of copyright or trademark notices in any of the materials.

- 11) Nothing in this agreement shall be construed as an assignment or grant to Workshop Presenter of Hendrix's right, title, or interest in or to his name, the "Getting the Love You Want" Workshops or materials, Imago Relationship Therapy and its

procedures. All such rights are reserved except for authorization granted by this Agreement.

- 12) Workshop Presenter agrees to honor the spirit of collegiality and professionalism in offering to present or agreeing to present by invitation workshops outside one's city or region, by dialoguing with workshop presenters and Imago therapists in that region before offering the workshop.

- 13) Workshop Presenter understands the value of professional integrity, self-representation, and the representation of "Getting the Love You Want"/ Imago Relationship Therapy, and of competence in working with persons in primary relationships. Workshop Presenter in Training agrees to conduct two and only two couples's workshops within 18 months after completing the formal course work until certification, thus completing four practice workshops during the course of training before certification (two workshops during the formal course work and two workshop proceeding completion of formal course work). In the recruitment process for couples to participate in the practice workshops, Workshop Presenter in Training shall advertise oneself as a trainee and the workshops as practice workshops. The second workshop after the formal course work must be evaluated by an on-site Certified Clinical Instructor. (Note: The Workshop Presenter in Training is responsible for the travel expenses of the on-site observer and an honorarium of \$500 for a minimum of one day.) Workshop Presenter in Training agrees to mail immediately after each workshop the completed participant evaluations to the Course Instructor. Assuming positive evaluations by participants in two workshop and a positive evaluation by the on-site observer and the successful completion of all other requirements, Workshop Presenter in Training will be certified and the, after certification, may continue to offer workshop and to advertise oneself as certified to do so. A pattern of negative responses during the evaluation process, as judged by the Course Instructor(s) or the Curriculum Committee of IRI will constitute a termination of this agreement.

- 14) Workshop Presenter recognizes and accepts the value of professional association, professional standards and review, and agrees to join and maintain membership in IRI and to attend at least every other year, a training update session at the IRI annual conference or attend an Advanced Workshop Supervision training when available to maintain certification, However, all Workshop Presenters are encouraged to attend the update session every year. If Workshop Presenter becomes inactive for two years, Workshop Presenter must attend an update session and assist at a "Getting the Love You Want" couples workshop offered by a Certified Clinical Instructor before resuming offering "Getting the Love You Want" couples workshop to the public. In addition, to maintain certification, Workshop Presenter must be in good standing with IRI.

- 15) Workshop Presenter agrees to cooperate with IRI in collecting and submitting completed research data on the participants in each workshop along with permission from participants for contents to be used for publication, as may be requested from time to time,. Participants must sign Release Forma guaranteeing other participant's confidentiality. IRI agrees to respect rights of participants and will not use any information about participants for any purpose without written permission from the participant.

- 16) Without granting any particular rights to "Getting the Love You Want"/Imago Relationship Therapy material not expressly granted in this agreement, it is specifically agreed that the Workshop Presenter will never use "Getting the Love You Want"/Imago Relationship Therapy material or any rendition of the direct "Getting the Love You Want" / Imago Relationship Therapy material in any audio or video taped form without the prior written permission of IRI. Workshop Presenter will not grant any television or radio rights or file rights to "Getting the Love You Want"/Imago Relationship Therapy material or to the ideas of "Getting the Love You Want"/Imago Relationship Therapy material without the prior permission of IRI.

- 17) Workshop Presenter agrees not to produce or permit any party to reproduce “Getting the Love You Want”/Imago Relationship Therapy material in any manner, part, or rendition without the prior written consent of IRI.

- 18) Workshop Presenter agrees that only IRI and specifically authorized Workshop Presenter Instructors shall train and authorize other “Getting the Love You Want” Workshop Presenters, and accordingly, Workshop Presenter agrees not to undertake to train any other person to conduct Workshops or other training programs developed by Harville Hendrix.

- 19) Workshop Presenter agrees that during or after the term of the agreement, Workshop Presenter shall not teach any other program, (with the exception of lectures or seminars up to one day in length for educational or marketing purposes as defined in Item #1) based on “Getting the Love You Want”/Imago Relationship Therapy concepts or any variation thereof without prior written approval of IRI. In any case, any such program would be subject to fees and all other policies applying to Workshops of Imago Relationship Therapy.

- 20) Workshop Presenter agrees that when leading lectures or seminars for up to one day on Imago Relationship Therapy to a professional audience, all promotional materials must state clearly that the seminar or lecture is education and is not considered a training or a certification program.

- 21) Workshop Presenter agrees that neither when leading lectures or seminars on Imago Relationship Therapy, they are not to be titled “Getting the Love You Want” nor should the heart logo be used to advertise the lecture or seminar. “Getting the Love You Want” is exclusively used as the title of the Couples Workshops as defined in this agreement. Recommended titles for seminars or lectures are “Staying Together, Finding Love, Passion & Safety” “Imago Relationship Therapy”.

- 22) This agreement and all of Workshop Presenter’s obligations hereunder are personal to the Workshop Presenter and shall not, without the prior written consent of IRI be

assigned, sublicensed, or otherwise encumbered by the Workshop Presenter. Any attempt to assign or hold any of the rights granted herein shall constitute an immediate termination of this agreement.

23) Workshop Presenter shall indemnify and hold IRI/Hendrix harmless against any actions, claims, suits, losses, damages, judgments, costs, expenses, and liabilities (including, without limitation, attorney fees arising directly or indirectly out of Workshop Presenter's activities under this agreement. Such indemnity and agreement to hold harmless shall include, but not be limited to, loss or damage resulting from the violation by Workshop Presenter, its officers, agents, or employees of an applicable laws or regulations of any governmental authority in the use of the premises or the content of "Getting the Love You Want"/Imago Relationship Therapy.

24) If Workshop Presenter fails to perform any of his/her obligations hereunder, IRI shall have the right to terminate this agreement upon ten (10) days notice in writing. If Workshop Presenter files a petition in bankruptcy, or if adjudicated a bankrupt or insolvent, makes an assignment for the benefit of his creditors or an arrangement pursuant to any bankruptcy laws, or discontinues Workshop Presenter's business, or if a receiver is appointed for Workshop Present for Workshops Present's business, or if any judgment against Workshop Presenter remains unsatisfied for thirty (30) days, this agreement shall terminate without notice.

25) At the termination or expiration of this agreement, Workshop Presenter shall be deemed to have automatically granted to IRI/Hendrix any trademarks, trade rights, equities, good wills, titles, copyrights, renewals of copyrights, or other rights in and to "Getting the Love You Want"/Imago Relationship Therapy materials and the name of Harville Hendrix obtained by or vested in the Workshop Presenter agrees to execute any instruments requested by IRI/Hendrix to accomplish or confirm the grant of copyrights.

- 26) Upon termination of this agreement for any reason, neither Workshop Presenter nor Workshop Presenter's receivers, trustees, assignees, or assigns shall have any right to exploit or see "Getting the Love You Want"/Imago Relationship Therapy materials, and Workshop Presenter shall immediately return all materials then in Workshop Presenter's possession to IRI.
- 27) Upon the expiration or termination of this agreement, Workshop Presenter shall cease teaching "Getting the Love You Want"/Imago Relationships Therapy, and all rights granted to the Workshop Presenter hereunder shall immediately revert to IRI. However, all of Workshop Presenter's representations and warranties herein shall survive any such termination. Upon termination or expiration of this agreement, Workshop Presenter shall immediately pay all outstanding fees and charges then due IRI.
- 28) Nothing herein shall constitute the parties to this agreement as partners or joint ventures, and Workshop Presenter acknowledges that workshop Presenter is an independent contractor and has no authority of any kind to bind IRI/Hendrix in any way. Workshop Presenter agrees not to act or represent to others that s/he is an employee or agent of IRI and IRI has no obligation or duty of any kind to pay any expenses or cost of any sort incurred by Workshop Presenter.
- 29) With the exception of teaching "Getting the Love You Want"/Imago Relationship Therapy to others, nothing in this agreement is intended to restrict Workshop Presenter from the application in Workshop Presenter's personal life of any of the principles of "Getting the Love You Want"/Imago Relationship Therapy. Workshop Presenter shall not, however, use IRI/Hendrix, the "Getting the Love You Want" name or logo, or imply that any such activities are sponsored by or connected in any way with IRI/Hendrix when engaged in any activity other than teaching "Getting the Love You Want"/Imago Relationship Therapy under the conditions of this agreement.

