

10.6 COMMUNITY EDUCATOR TRAINING AND CERTIFICATION AGREEMENT

THIS AGREEMENT is made and entered into as of the

_____ Day of _____, 20_____ by and between Imago Relationships International, Inc., 160 Broadway, East Bldg., Suite 1001, New York, N.Y. 10038 (hereinafter referred to as "IRI") and _____ (hereinafter referred to as "Participant").

INTRODUCTION TO IRI AND THE COMMUNITY EDUCATOR PROGRAM

One of the primary functions of IRI is to develop, enhance, and research Imago Relationship Therapy and to teach the concepts and skills to couples so that they have the techniques and information needed to build a strong and lasting relationship. To achieve this, IRI trains educators to present seminars that teach specific skills that couples within the general public can use to improve their relationships.

YOUR RESPONSIBILITIES AS AN IMAGO COMMUNITY EDUCATOR TRAINEE

By signing this Agreement, you indicate that you have read and will honor each of the following statements:

- I am responsible for the entire amount of the program tuition regardless of whether or not I complete the training or earn certification. My tuition deposit of \$260 is non-refundable.
- My program tuition covers the formal IRI training program, as well as the use of related materials provided by IRI. Transportation, lodging, meals, and other incidentals are my responsibility. All materials provided are limited to my personal use, with the exception of the program materials published specifically for use in delivering seminars.
- I will be trained and certified to present a series of seminars using materials published by IRI, including: "Through Conflict to Connection," "Start Right-Stay Connected," "Imago Connects – A Three-Hour Introduction," and various "Couplehood" programs.

- This training is entirely educational in nature and does not include any information relevant to the practice or training in psychotherapy. If I desire therapy or psychological counseling I will seek it from a licensed provider. Similarly, neither IRI nor this program will in any way train or authorize me to provide therapy or psychological counseling to others.
- Full certification status will be awarded upon the satisfactory completion of the four-day training program. Attendance at all sessions and completion of all class assignments is mandatory.
- At the end of the program, I will be permitted to refer to myself as a “Certified Imago Community Educator,” provided that I have received written confirmation from IRI. Until I am certified, I am not authorized to publicly present Imago programs which require this training.
- Once certified, I will be recognized as an “Educational Member” of IRI and will be listed in the Membership Directory. My first year of membership will be complimentary; thereafter, my continued membership will be contingent upon receipt of an annual membership fee.
- I will represent myself according to the level of training I have achieved (i.e. either “Imago Community Educator In Training” or “Certified Imago Community Educator”).
- I have no right to use any of IRI’s proprietary marks (including “Imago” and “Getting the Love You Want”) without the prior written consent of IRI.

YOUR RESPONSIBILITIES AS A CERTIFIED IMAGO COMMUNITY EDUCATOR

Your public presentations, in which you utilize the name “Imago” and its related concepts, affect the perception of Imago Relationship Therapy and of IRI among the general public. By signing this Agreement, you indicate that you have read and will honor each of the following statements:

- I agree to adopt the highest professional, ethical, and legal standards and to make every effort to ensure that public media identifies me correctly.
- I agree to cooperate with IRI in accurately presenting my services and qualifications to the public at large in order to avoid confusion and misrepresentation.

- I agree to use only the materials provided by IRI for all seminars and workshops. I will follow the presentation outlines and directions provided. For short talks (under an hour in length), I agree to use materials from the programs provided whenever possible and to minimize the use of material that I write or create.

YOUR LIMITATIONS AS A CERTIFIED IMAGO COMMUNITY EDUCATOR

We wish to be clear about the conditions of the training we provide. By signing this Agreement, you indicate that you have read and will honor each of the following statements:

- This training does not permit me to teach others to become Imago Educators or to present Imago programs.
- This training does not entitle me to practice any form of coaching, psychotherapy, or mental health counseling. Imago clinical trainings are available only to mental health professionals who wish to provide couples therapy.
- This training does not permit me to personally lead public demonstrations of Imago dialogue or of any other Imago process. Because such demonstrations may be misconstrued by participants as mental health counseling, I will instead make use of demonstrations provided on DVD as part of my training materials.

USE OF THE IMAGO TRADEMARK AND COPYRIGHT MATERIALS

The content and materials constituting Imago Relationship Therapy are solely owned by Dr. Harville Hendrix and/or IRI. The name “Imago” is a registered trademark in the United States, Europe, and several other countries. By signing this Agreement, you indicate that you have read and will honor each of the following statements:

- I will not produce or reproduce Imago material in any form, nor will I provide Imago material to any unauthorized person for presentation, production, or distribution without prior written permission from IRI.
- I will not use names or addresses from IRI’s database unless I am specifically authorized to do so, nor will I share confidential IRI information with any other parties for any other purposes.

- I will not use the Imago trademark or copyrighted material in any workshop or seminar that I develop on my own. Similarly, I will not use the Imago trademark or copyrighted materials to describe any program or materials that I create on my own.
- I will not use the Imago trademark in such a way that implies that I represent the organization in any capacity other than that of an educational presenter of Imago programs.

CERTIFICATION REQUIREMENTS

Certification shall be awarded upon satisfactory completion of the four days of Certified Imago Community Educator Training (Course 210A). Full attendance is required, along with active participation in discussions and successful completion of an online test. Certification shall be awarded at the sole discretion of the course instructor. An instructor's decision may be appealed, and such appeals will be reviewed by the IRI Board or by a designated sub-committee.

TERMINATION

Any violation of this Agreement or any other IRI document may be reviewed by IRI, which retains the right to withdraw a Participant's certification and to terminate any existing contract with the Participant.

If the Participant terminates membership with IRI, s/he may not represent herself or himself to the public as a Certified Imago Community Educator. If the Participant were to do so, such misrepresentation could damage the reputation and goodwill of the Imago International Institute, IRI, and Dr. Harville Hendrix and could also result in liability to the Imago International Institute, IRI, or Dr. Harville Hendrix.

WAIVER

None of the terms of this Agreement may be waived without written agreement of the party against whom enforcement of such waiver is sought. The failure or delay of either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver of such right.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties, whether written or oral, relating to said subject matter. No agent or employee of Dr. Harville Hendrix, of the Imago International Institute, or of IRI has the authority to make any representation or promise not contained in this agreement, and the Participant must not have executed this Agreement in reliance on any such representation or promise.

AMENDMENTS

This Agreement may not be released, discharged, amended, or modified in any manner except by an instrument in writing signed by the parties.

SEVERABILITY

If any provision of this Agreement is, becomes, or is deemed invalid, illegal, or unenforceable in any jurisdiction, such provision shall be deemed amended to conform to the applicable laws so as to be valid and enforceable, or if it cannot be so amended without materially altering the intention of the parties hereto, it shall be stricken and the remainder of this Agreement shall remain in full force and effect.

HEADINGS

Article and Section headings contained in the Agreement are included for convenience only and are not to be used in construing or interpreting this Agreement.

COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same document, binding on all parties notwithstanding that each of the parties may have signed different counterparts.

GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, and the parties hereby submit to the jurisdiction of the New York courts, both state and federal.

SIGNATURES TO BE COMPLETED PRIOR TO TRAINING

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this day of:

_____, 20_____.

Name of Participant (please print)

Signature of Participant

Imago Relationships International, Inc.

By: _____

IRI Training Coordinator

Date: _____

CERTIFICATION RECORD TO BE COMPLETED UPON CERTIFICATION

The Participant has fulfilled all of the requirements for certification under this Agreement on:
_____ (date) and is now a Certified Imago Community Educator.

By: _____

Course Instructor

Date: _____