

## Sample Certification Agreement for Independent Instructors

*In consideration of the mutual promises contained in this Agreement, Innova and Applicant agree as follows:*

### STRUCTURE

1. At the request of Applicant, and contingent upon payment of fee and full attendance at each segment of Dr. Edward de Bono's four-day train-the-trainer course, Innova grants to Applicant and Applicant accepts from Innova the right to become an independent certified instructor of Dr. Edward de Bono's Six Thinking Hats® Lateral Thinking, DATT, Focus on Facilitation or Simplicity course for two years.

Every two (2) years following certification hereunder, the instructor, if he or she has been teaching the course using the required manuals, will require recertification. A nominal fee will be charged. Attendance at the recertification course or some agreed upon recertification activity will recertify the instructor in Six Thinking Hats® Lateral Thinking, DATT, Focus on Facilitation or Simplicity for an additional two (2) years.

2. Applicant certifies that he or she is of legal age and is acting as an independent contractor and is in no manner to be considered an employee or other agent of Innova or of Dr. Edward de Bono. Applicant understands that remuneration is gained by his or her sales of Six Thinking Hats® Lateral Thinking, DATT, Focus on Facilitation or Simplicity training courses and materials through his or her own efforts. No other guarantees or promises of remuneration are stated or implied.
3. Applicant understands that the only fee that he or she will pay in order to become a certified instructor in Six Thinking Hats® Lateral Thinking, DATT, Focus on Facilitation or Simplicity for two years is the price assigned to the certification training. Applicant understands this fee is nonrefundable and is due and payable prior to attending the certification course. If, for some reason, applicant cannot attend the scheduled certification course, the registration fee is transferable to a future course or may be transferred to another candidate approved by Innova.
4. Applicant understands that Innova Training & Consulting, Inc. may offer new de Bono Thinking Systems courses from time to time. Certification in one of these courses will qualify attendees to deliver instruction in additional de Bono thinking systems. Active certified Six Thinking Hats® Lateral Thinking, DATT, Focus on Facilitation or Simplicity instructors will be given priority enrollment opportunity to certify in additional courses. Additional courses will involve additional fees, separate train-the-trainer sessions, and new training materials.

## LIMITATIONS

1. Applicant understands that continued certification requires demonstration of training activity on a yearly basis. This is demonstrated through participant manual usage.
2. This certification may not be sold or assigned by Applicant. This certification will stay with Innova Training & Consulting, Inc. not to be transferred to another party.
3. If Applicant's certification fee is paid by another party or employer (such as a training consultant group), said Applicant is the only person certified. Each additional instructor must attend a train-the-trainer course conducted by Edward de Bono or by his appointed substitute, a master trainer. Certified instructors are not qualified or permitted to train other instructors to deliver the course.
4. Applicant understands that he or she is required to use the Innova provided Six Thinking Hats®, Lateral Thinking, DATT, Focus on Facilitation or Simplicity facilitator's manual for all training sessions and to sell each student a participant's manual or kit. Each student must be permitted to write in and walk away with his or her manual. Applicant agrees to purchase all related training material including participant manuals from Innova Training & Consulting, Inc. for as long as certification status remains active. Applicant agrees that in the event that the original Certification Agreement becomes inactive or is otherwise terminated that he or she must be recertified through Innova Training & Consulting, Inc. if he or she wishes to be re-instated as a Certified Trainer. The facilitator materials are provided to Applicant as part of certification. Certified instructors can buy the required materials at Independent instructor's discounts. Applicant understands he or she will receive and be billed for 10 participant manuals 30 days after certification. After the first year, instructors are required to purchase a minimum of 10 participant manuals annually. Applicant agrees to pay all invoices within thirty (30) days of receipt of such invoices. Applicant shall be required to pay all costs of shipping materials.
5. Applicant understands that unauthorized reproduction or transmittal of materials by any means constitutes an infringement of applicable copyright laws and is grounds for terminating certification. Applicant agrees not to reproduce or transmit the materials without written permission from Innova.
6. Applicant agrees that he or she will not sponsor public training programs outside of the United States. If applicant is asked to deliver in-house training outside of the United States he or she will contact Innova for procedures.
7. Applicant agrees that he or she shall not misrepresent Six Thinking Hats®, Lateral Thinking, DATT, Focus on Facilitation or Simplicity products or courses. Applicant shall offer all the information concerning the products and courses in a truthful and clear manner.
8. Innova reserves the right to approve the use of training aids developed by the instructor that include any reference to the de Bono Thinking Systems.
9. The certification of an Innova instructor may be terminated immediately for cause by written notice by either party as provided in the Agreement.
10. This Agreement is governed by the laws of the State of Iowa, United States of America.