



VitalSmarts Trainer Agreement for Change Anything™ Training

This VitalSmarts Trainer Agreement for Change Anything Training (the “Agreement”) is entered into between VitalSmarts, L.C., a Utah limited liability company with its principal place of business at 282 West River Bend Lane, Suite 100, Provo, Utah 84604 (“VitalSmarts”) and

_____ of _____
“Trainer” “Organization”

This Agreement applies to all Provisionally Certified Trainers (trainers who are in the process of certifying, but have not reached certification) and Certified Trainers. Hereinafter Provisionally Certified Trainers and Certified Trainers will be referred to as “Trainers.”

Certification is reached when a Trainer employed by the Organization listed above completes the following criteria:

1. Attend an entire Change Anything course conducted by an Change Anything Master Trainer.
2. Pass the Change Anything online assessment within 30 days of completing participant course (must score 85% or above).
3. Conduct three full Change Anything Training courses within nine months of attending the Trainer Certification event, presenting the complete course of instruction each time. Cotraining (training with another trainer) the three courses may satisfy this part of the certification requirements when the Trainer teaches at least 50 percent of the material and is present for the entire training. The Trainer must teach each lesson at least once in order to certify.
4. Submit course evaluations for these three courses to VitalSmarts for review. Course evaluations must meet or exceed an average score of 5.0 (corresponds to “Agree” on course evaluation form).

The Trainer is considered a “Certified Trainer” upon completing the above requirements.

If Trainer has previously attended an Change Anything Training course taught by a Certified Trainer, Trainer must repeat the course with an Change Anything Master Trainer.

Transferability of certification: In the event that the Trainer’s employment is terminated with the Organization in which the Trainer was sponsored to certify, this Agreement will become void. The Trainer may retain the Trainer Guide. All other Trainer Suite materials, including copies of the Trainer Presentation Software, must remain with the Organization. The Trainer may re-certify as an employee of another organization by signing a new VitalSmarts Agreement.

The “Change Anything Training” is the training provided by VitalSmarts and its Trainers, including the words, images, design, and video segments contained therein using the Change Anything materials. The Change Anything Training and all intellectual property and proprietary rights of any kind associated therewith, arising therefrom, and relating thereto, are the sole property of VitalSmarts. The associated Trainer Suite is licensed by the Organization sponsoring the Trainer, and may only be used by the Trainer currently employed in that Organization. Nothing in this Agreement will transfer any ownership of, or right to retain beyond the term of this Agreement, any materials provided to Trainer as part of Trainer's certification or in connection with any Change Anything Training.

VitalSmarts Trainer Agreement for Change Anything™ Training

1. Use of Copyrighted Intellectual Property

- a. Change Anything Trainers may train only employees within their Organization.
 - b. Training Materials: Each Trainer must possess an original and purchased copy of the Change Anything Trainer Suite, including the printed Trainer Guide and the Trainer Presentation Software. The Trainer Suite must be purchased from VitalSmarts or an authorized VitalSmarts representative.
 - c. Course Materials: Each person attending a training session of any length using the Change Anything content must possess an original and purchased copy of the printed Change Anything Participant Toolkit, purchased from VitalSmarts or an authorized VitalSmarts representative. Additionally, each participant must have his or her own Participant Response System remote to be used during the training. A training session consists of any presentation or course designed to teach the content of Change Anything, regardless of length, that is not a marketing presentation. Participant Toolkits may not be copied, duplicated, or reused in any way.
 - d. Participant Response System (PRS): Change Anything Training is the first of the VitalSmarts training programs to incorporate the new PRS technology, which is integrated into the trainer presentation in a way that aids the Trainer and both engages and teaches the participant. Each Change Anything Training course taught must include a full PRS set, which consists of a base receiver unit and a participant remote for each course participant. The PRS set must be purchased from VitalSmarts or an authorized VitalSmarts representative.
 - e. Marketing Presentations: VitalSmarts is eager to support the Trainer in marketing courses internally with his/her Organization and has many resources available that have been designed to assist in marketing the courses. Please contact your VitalSmarts representative for recommendations and additional resources authorized for this type of use. Short internal overview presentations may be conducted, where no Change Anything Participant Toolkit purchase is required, when the following conditions are met (for needs outside of these parameters, please contact your VitalSmarts representative for special permission):
 - i. The purpose of the presentation/overview is for internal marketing or is part of an effort to support or expand the rollout of Change Anything Training within your Organization. Specific skill sets or lessons should only be taught in a formal training session and not in a marketing presentation.
 - ii. The presentation/overview does not exceed one hour in cumulative length. Whether in one session or in multiple sessions, it may not exceed a cumulative total of one hour per participant.
 - f. Any use of Change Anything Training or any related materials or proprietary information outside of the parameters set forth in this Agreement will be deemed a material breach of this Agreement and is in violation of copyright law and may be litigated.
 - g. Any modifications to Change Anything Training or any related materials by the Trainer must receive written approval from VitalSmarts. Any such modifications will be the sole and exclusive property of VitalSmarts.
 - h. Any reference to this Change Anything Training made by Trainers in internal or external presentations, speeches, promotions, or any other use is governed by the VitalSmarts Brand Usage Guide.
2. VitalSmarts reserves the right to contact the Trainer for the purpose of trainer development and to obtain feedback for VitalSmarts.
 3. Failure to comply with this Agreement upon signing or any time thereafter (as determined by VitalSmarts in its sole discretion) may result in the revocation of the Trainer's certification.
 4. Terms of this Agreement may be amended or terminated by VitalSmarts, for any reason or no reason, at any time by providing the Trainer with 30 days written notice.
 5. This Agreement is governed by the laws of the State of Utah.

