



VitalSmarts Trainer Agreement for Crucial Conversations® Training

This VitalSmarts Trainer Agreement for Crucial Conversations 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, 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 Crucial Conversations course conducted by a Crucial Conversations Master Trainer.
2. Attend an entire Crucial Conversations Trainer Certification course conducted by a Crucial Conversations Master Trainer.
3. Conduct three full Crucial Conversations Training courses within nine months of attending the Trainer Certification event, presenting the complete course of instruction each time. Co-training (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 a Crucial Conversations Training course taught by a Certified Trainer, Trainer must repeat the course with a Crucial Conversations 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 "Crucial Conversations Training" is the training provided by VitalSmarts and its Trainers, including the words, images, design, and video segments contained therein using the Crucial Conversations materials. The Crucial Conversations 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 Crucial Conversations Training.



VitalSmarts Trainer Agreement *for Crucial Conversations® Training*

1. Use of Copyrighted Intellectual Property

- a. Crucial Conversations Trainers may train only employees within their Organization.
- b. Training Materials: Each Trainer must possess an original and purchased copy of the Crucial Conversations 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 Crucial Conversations content must possess an original and purchased copy of the printed Crucial Conversations Participant Toolkit, purchased from VitalSmarts or an authorized VitalSmarts representative. A training session consists of any presentation or course designed to teach the content of Crucial Conversations, regardless of length, that is not a marketing presentation. Participant Toolkits may not be copied, duplicated, or re-used in any way.
- d. 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 Crucial Conversations 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 roll-out of Crucial Conversations 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.
 - e. Any use of Crucial Conversations 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.
 - f. Any modifications to Crucial Conversations 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.
 - g. Any reference to this Crucial Conversations 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.



VitalSmarts Trainer Agreement for Crucial Conversations® Training

I acknowledge that I understand and accept the terms of this agreement.

Name of Trainer (Please Print)

Trainer's Signature

Date

Organization

Division

Title/Rank

Business Address

City/State/ZIP

Business Phone

Company E-mail (Must be unique to you—required for access to the Trainer Zone Web site)

start _____ end _____
Date of Certification Course

Event Location (Organization or City and State)

Master Trainer's Name

Your VitalSmarts Sales Rep

Please fax this agreement to:

Attention Training Team

801.765.0272