



HeartMath®
Deutschland

HeartMath Deutschland GmbH • Steinbruchweg 10 • D-66129 Saarbrücken

Name
Adresse
PLZ, Ort
Land

Ort, Datum

Dear ...,

It is our pleasure to confirm the terms under which you may use of the information and materials you will receive as a participant in the HeartMath Interventions Program (HMI).

Our joint vision is that you will actively integrate the tools and techniques contained in HMI into your professional work with clients or patients. Toward that end, we are extending to you permission to use specific HeartMath tools, techniques and processes within your professional practice.

At the end of the Course you may claim you have been trained in HeartMath Interventions. You agree that you will represent your knowledge of the HeartMath System, the scientific research that underlies the System and the protocols presented in the HMI Course in a manner which does not reflect adversely on the name and reputation of the HeartMath organization.

Certification and status as a Certified HeartMath Practitioner is optional and will be granted upon submission and approval of a Case Study as described in the Course Manual. Upon meeting this requirement you will receive a certificate confirming your status as a Certified HeartMath Practitioner. The administration fees for the initial certification are 150 EUR.

Certification, if granted, is initially valid for three (3) years and may be renewed for five (5) years each by submission and approval of another Case Study as described in the Course Manual and administration fees to the amount of 75 EUR.

We mutually agree that this Agreement limits the use of HeartMath Interventions to individual instruction in a health care professional context. Regular, on-going group therapy in a clinical context such as anger management or substance abuse programs is included within the concept of individual instruction.

This Agreement does not grant permission to teach or present the contents of the HMI Course related to the specific techniques, HRV measurement or clinical intervention protocols, or in whole or in part, in seminars, lectures or workshops or to groups of people without prior written permission from HeartMath. However, basic science information and/or outcome data regarding the effectiveness of the use of HMI in various populations may be presented in educational venues, such as conferences, lectures or classes without prior permission. HeartMath/HeartMath Deutschland will make available approved Power Point slides for use in these educational venues upon written request.

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Translation of the materials into other languages is not permitted without prior express written permission from HeartMath/HeartMath Deutschland.

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Failure to fulfill any provision of this agreement results in termination within thirty days’ notice of the deficiency unless it has been remedied. In this Agreement, when permission or authorization is required, permission can be provided either in writing or electronically.

This Agreement does not grant permission to extend to others authority to use the HMI materials or information. If you have members of your staff who deliver your services to your clients or patients, they need to take the Course and agree to these terms in order to use the HMI materials.

There is no obligation for the payment of royalties on income derived from use of HeartMath materials or information as part of your therapeutic work. This Agreement does not grant permission to use, promote or sell the HeartMath name, proprietary information or training materials for any purpose other than in your own therapeutic work without prior written permission.

We mutually agree that you are not an employee of nor do you represent the HeartMath/HeartMath Deutschland organization. As such, you are responsible for all costs associated with the use of HeartMath information. If you have employees, you agree that they will follow the terms of this Agreement. HeartMath/HeartMath Deutschland does not make any warranties or representations as to the success of the value or role of HeartMath in that success.

Information flow and staying current are an important element of this Agreement. Thank you for agreeing to notify HeartMath/HeartMath Deutschland of any change in address, phone number and email.


Because the HeartMath research and techniques relate to mental, emotional and physical health you agree to act in accord with the following HeartMath policy and not make any claims contrary to that policy:

“HeartMath has developed highly successful interventions for self-improvement in mental, emotional and physical balance. HeartMath technology and materials are not intended to replace treatments for medical or psychological conditions by licensed physicians, psychologists or other health care professionals.”

If any conflicts arise we agree to 1.) Directly negotiate with each other; 2.) Choose an independent third party mediator; and 3.) If we still cannot reach agreement, to use binding arbitration instead of going to court. If we were not able to work out our problems in those ways immediate irreparable injury could be caused for which injunctive relief is an appropriate remedy in addition to others. If you have a dispute with a client or other third party relating to HeartMath technology, notify us so we can be present at a meeting of the parties to assist in resolution.

We both agree not to assign this Agreement to anyone else and not to modify it except in writing. We cannot bind each other or act as each other’s agent. HeartMath/HeartMath Deutschland is not liable for your actions and you are not liable for HeartMath/HeartMath Deutschland’s actions. We will both keep adequate liability insurance. The terms of this agreement will be enforced under California law when you accept the terms and conditions of this agreement.

HeartMath signature
date:



Tricia Hoffmann
*Director, Training & International
Licensing, HeartMath, LLC*

HeartMath®
Deutschland

Agreement accepted
date:

HeartMath Deutschland GmbH signature
date:

Reiner Krutti
Director, HeartMath Deutschland GmbH

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