

HeartMath® Therapieprogramm Letter of Agreement

Our joint vision is that you will actively integrate the tools and techniques contained in HeartMath Therapieprogramm (HMT) 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 Therapieprogramm. 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 HMT 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 Therapeut(in) 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 Therapeut(in). The administration fees for the certification are 250 EUR inkl. MwSt.

We mutually agree that this Agreement limits the official use of HeartMath Therapieprogramm 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 HMT Course related to the specific techniques 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.

You will be furnished materials from HeartMath/HeartMath Deutschland that are copyrighted. You may use these copyrighted materials with your clients or patients except those materials marked "confidential" or "proprietary" by HeartMath/HeartMath Deutschland which are for your personal use only unless written permission to copy or reproduce them is obtained from HeartMath/HeartMath Deutschland. The Course and its materials are presented using the German language. Translation of the materials into other languages is not permitted without prior express written permission from HeartMath/HeartMath Deutschland.

In order to assure intellectual property rights protection, the appropriate use of copyright and registered trademark symbols and designations and the integrity of information in our public exposure, you agree to distribute only the material approved for such use and supplied to you by HeartMath/HeartMath Deutschland. You agree that you will not use the HeartMath trademarks* and copyrighted information in handouts, slides, books, articles, Web sites, media outlets, etc. unless you first obtain written permission from HeartMath. If you are not clear on the proper use of any HeartMath trademarks and copyrighted material, contact HeartMath/HeartMath Deutschland for assistance.

Modifications of the HeartMath techniques and intellectual property are considered derivative works and are the property of HeartMath. Modifications may be made only with specific written permission from HeartMath. Modifications include translations, editorial revisions, interpretive matter, annotations, elaborations or other adaptations or forms of presentation that are based on the original HeartMath work.

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 HMT 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 HMT 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:

HeartMath Deutschland GmbH signature
date:

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

Reiner Krutti
Director, HeartMath Deutschland GmbH

Agreement accepted

date:

VORNAME NACHNAME
ADRESSE
PLZ ORT
LAND

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