



TBRI™ PRACTITIONER RIGHTS AND RESPONSIBILITIES AGREEMENT

THIS AGREEMENT, made as of [] between [], (“TBRI™ Practitioner”) and the Karyn Purvis Institute of Child Development (“KPICD”) at Texas Christian University, describes the rights and responsibilities of the TBRI™ Practitioner upon completion of the TBRI™ Practitioner Training (Phase I & Phase II) on [] (specific training dates).

I. RECITALS

1. KPICD is the holder of the United States of America Registered Trademark for TRUST-BASED RELATIONAL INTERVENTION®, which is registered under United States Patent and Trademark Office Registration No. 4,357,750.
2. KPICD is the holder of the United States of America Trademark Application for TBRI™, which is filed under United States Patent and Trademark Office Serial No. 88/705,236.
3. The KPICD has also created copyrighted materials in various mediums which are utilized in teaching TBRI™ (hereinafter “Licensed Property”).
4. Trust-Based Relational Intervention® is a proprietary intervention that has been federally registered and developed by the KPICD, for the purpose of meeting the complex needs of, and improving the lives of children who have experienced abuse, neglect, and/or trauma.
5. The TBRI Practitioner has completed the mandatory training(s) and all associated requirements to be approved by the KPICD: (1) as a teacher and facilitator of the TBRI™ Caregiver Training within their respective organization; (2) to apply TBRI principles and strategies in their professional role; and (3) to refer to himself as a “TBRI™ Practitioner.”
6. KPICD is willing to grant TBRI™ Practitioner (TP) a non-exclusive license to use the Licensed Property on terms and conditions provided for in this Agreement.

II. CONSIDERATION

Now therefore, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, IT IS AGREED AS FOLLOWS:

III. TERMS AND CONDITIONS

1. **Grant of License and Rights.** Subject to all the Terms and Conditions of this Agreement, after completing the mandatory training(s) and required assignments provided for herein, KPICD hereby grants TBRI Practitioner a limited, non-exclusive,

non-transferable, non-sublicensable right to use the Licensed Property while practicing TBRI and/or sharing TBRI principles with staff and clients (see 3a-j).

- a. KPICD hereby grants TBRI Practitioner a limited, non-exclusive, non-transferable, non-sublicensable right to use the Licensed Property while presenting the TBRI™ Caregiver Training to others within the TBRI™ Practitioner’s organization, or who directly fall within the scope of the organization’s primary duties (see 3j).
2. **Reservations and Limitations.** KPICD retains all rights in its TRUST-BASED RELATIONAL INTERVENTION® mark, TBRI™ mark, and Licensed Property except those rights expressly granted to the TBRI™ Practitioner and does not grant TBRI™ Practitioner any other licenses or intellectual property rights.
 3. **Limitations upon qualification as TBRI Practitioner.** Once KPICD confers upon the TBRI™ Practitioner the revocable title of “TBRI™ Practitioner,” the TBRI™ Practitioner agrees that:
 - a. The materials provided are solely owned by KPICD, as the Licensor of such materials, and are protected by applicable copyright, trademark, and applicable intellectual property laws and international treaties. TBRI™ Practitioner has no ownership of these materials. TBRI™ Practitioner holds KPICD materials only as a licensee under the Terms and Conditions of this agreement.
 - i. The TBRI™ Practitioner is the sole licensee of all training materials obtained during Phase I & Phase II of the TBRI™ Practitioner Training, regardless of whether or not the TBRI™ Practitioner’s organization paid for him/her to attend the training. If the TBRI™ Practitioner were to leave the organization that paid for the TBRI™ Practitioner to attend the training(s), all materials given during the training(s) would leave with the TBRI™ Practitioner. The non-exclusive license to materials provided by KPICD lies with the TBRI™ Practitioner, not the organization employing the TBRI™ Practitioner.
 - b. In advertisements, announcements, handouts, or the like, the TBRI™ Practitioner may only use the trademarked terms TRUST-BASED RELATIONAL INTERVENTION® or TBRI™ in relation to the TBRI™ Practitioner’s: (1) qualifications; (2) role as a TBRI™ Practitioner; and (3) the authorized TBRI™ Caregiver Training. Specifically, TBRI™ Practitioner may only use the TRUST-BASED RELATIONAL INTERVENTION® or TBRI™ marks in one of the following ways:
 - i. The TBRI™ Practitioner may only use “TBRI™ Practitioner” when describing his/her qualifications, as derived from KPICD, to use TBRI™ in his/her professional capacity and to teach the TBRI™ Caregiver Training to others.
 - a. TBRI™ Practitioner shall not misrepresent himself/herself by falsely claiming to be “TBRI™ Certified.” TBRI certification does not exist.
 - ii. The TBRI™ Practitioner may describe the program and training received and successfully completed to qualify as a TBRI™ Practitioner as “TBRI™

Practitioner Training hosted by the Karyn Purvis Institute of Child Development at TCU.”

- iii. When naming the intervention used in their practice, the TBRI™ Practitioner may use the either “Trust-Based Relational Intervention” or “TBRI,” which can be described as the following:
 - A “TBRI™ is an attachment-based, evidence-based, and trauma-informed intervention that is designed to meet the complex needs of children. TBRI™ uses Empowering Principles to address physical needs, Connecting Principles for attachment needs, and Correcting Principles to disarm fear-based behaviors.”
- iv. The TBRI™ Practitioner may name the program provided by the TBRI™ Practitioner as “TBRI™ Caregiver Training.”
 - A TBRI™ Practitioner may describe the program provided by the TBRI™ Practitioner as “The TBRI™ Caregiver Training is designed for TBRI™ Practitioners to train caregivers, broadly speaking, within their organization in Trust-Based Relational Intervention® (TBRI™), equipping staff/caregivers with the skills and tools needed to be successful in their various roles. TBRI™ is a holistic, attachment-based, evidence based, and trauma-informed intervention that is designed to meet the complex needs of children. The TBRI™ Caregiver Training offers training on 4 TBRI™ topics:
 - (1) Introduction & Overview – a TBRI™ primer
 - (2) Empowering Principles – address physical needs
 - (3) Connecting Principles – address attachment needs
 - (4) Correcting Principles – address fear-based behaviors”
 - B TBRI™ Practitioner shall not misrepresent the TBRI™ Caregiver Training provided by falsely claiming it to be a “TBRI™ Practitioner Training”, “Certification Training”, “Certified Training”, “Train the Trainer Training”, hosted by the Karyn Purvis Institute of Child Development”, or any other false representation.
- c. Those trained by TBRI™ Practitioner are *not* considered “Certified” in TBRI™ and *cannot* train others in TBRI™.
- d. Those trained by TBRI™ Practitioner *can* implement the TBRI™ tools and strategies they learned during the TBRI™ Caregiver Training in their professional practice.
- e. TBRI™ Practitioner will not make copies of, give, sell, or loan to any other person, the handouts they were given by the KPICD at the TBRI™ Practitioner Training without explicit written permission from the KPICD.

- i. TBRI™ Practitioner **is allowed** to make copies of the TBRI™ Practitioner Training handouts that are *clearly marked as* “replicable” by the KPICD.
- f. TBRI™ Practitioner will not copy any portion, either in part or in its entirety, of TBRI™ Caregiver Training Package PowerPoint Presentations, Video Clips, or *Instructor Workbooks*.
 - i. TBRI™ Practitioner **is allowed** to make copies of the TBRI™ Caregiver Training *Participant Workbooks* for training purposes only.
- g. TBRI™ Practitioner will not use the TBRI™ Practitioner Training handouts for any research project, unless express written permission has been granted by the KPICD.
- h. TBRI™ Practitioner will not use the TBRI™ Caregiver Training or TBRI™ Training Package for any research project, unless express written permission has been granted by the KPICD.
- i. TBRI™ Practitioner will not incorporate any TBRI™ materials (including but not limited to TBRI™ Practitioner Training handouts, videos, PowerPoint slides, and TBRI™ Caregiver Training Package) to create a manual or materials for another program.
- j. TBRI™ Practitioner will not create, distribute, or sell any form of work derived from TBRI™ materials, including but not limited to training worksheets, handouts, videos, presentations, books, articles, and/or translations.
- k. TBRI™ Practitioner will not compete with the Karyn Purvis Institute of Child Development anywhere in the world while using any TBRI™ materials received from the KPICD. In the event this covenant not to compete is breached, the KPICD shall have the right to enjoin the violation and recover damages equal to all gross revenues received by the Agency and TBRI™ Practitioner in violation of this non-competition clause. The parties agree that KPICD shall not be required to post a bond in connection with enforcement of this non-competition clause.
- l. TBRI™ Practitioner **is allowed** to use and/or share TBRI™ information with the following groups in the following manner:
 - i. Caregivers and Clients. TBRI™ Practitioner can use KPICD created materials for sharing TBRI™, e.g., TBRI™ Caregiver Training, Healing Families videos, The Connected Child book, videos from the KPICD YouTube channel, KPICD podcast, and additional KPICD created products. Examples of what **is allowed** include: using The Connected Child book as a study guide to discuss during home visits or support groups; assigning a chapter of a Healing Families video as homework to discuss at your next meeting; sending out weekly “TBRI™ Tips” via email to encourage caregivers to try something new; leading role-plays with families; coaching caregivers in implementing TBRI™; leading Nurture Groups with families; etc.

- ii. Other professionals in TBRI™ Practitioner’s organization using TBRI™ materials. TBRI™ Practitioner can use KPICD created materials for sharing TBRI™, e.g., TBRI™ Caregiver Training, Healing Families videos, The Connected Child book, videos from the KPICD YouTube channel, KPICD podcast, and additional KPICD created products. Examples of what **is allowed** include: using The Connected Child book as a book study to discuss at staff meetings; showing a chapter of a DVD from the Healing Families series during a staff meeting and discussing it; sending out a weekly “TBRI™ tips” email to encourage staff to try something new; leading role-plays; completing the TBRI™ Problem Solving Sheet for case reviews, etc.
 - A 1. With other professionals in TBRI™ Practitioner’s organization **IF** those professionals purchased and are using the TBRI™ Caregiver Training Package. When using the TBRI™ Caregiver Package, trainings can be structured as a formal training and TBRI™ Practitioner may be compensated for their time and associated training costs.
- iii. At invited conferences and/or presentations outside TBRI™ Practitioner organization. If TBRI™ Practitioner is giving a presentation outside of TBRI™ Practitioner’s organization on a topic related to TBRI™ information or materials (e.g., attachment theory or early intervention), then TBRI™ information and/or materials may be used after receiving KPICD’s express written permission.
- m. TBRI™ Practitioner will not use the TBRI™ Caregiver Training Package to train professionals outside of their organization or beyond the scope of their organization’s primary duties.
 - i. Materials are designed for the training of other professionals within the TBRI™ Practitioner’s organization to help spread TBRI™ throughout the organization and enhance fidelity and sustainability of the model within the agency.
 - ii. Those considered within the scope of an organization’s primary duties include: clients; other professionals working directly with client or client population (i.e. child’s school, church); and other departments or sites within the organization.
4. **Licensing and Materials Fees.** The non-exclusive limited license provided for in this Agreement, together with the TBRI™ Caregiver Training Package shall only be provided upon TBRI™ Practitioner’s successful completion of training(s), education, and qualification as a TBRI™ Practitioner. Fees to obtain the TBRI™ Caregiver Training Package, along with the license to use it, shall be charged in accordance with the KPICD’s price list in effect at the time this Agreement is executed.
5. **Term and Termination.**
 - a. **Term.** The term of this Agreement and the license provided herein shall commence upon execution of this Agreement by the parties and continue so long as TBRI™ Practitioner remains in compliance with the Terms and Conditions of this Agreement.

- b. **Termination.** Either party may terminate this Agreement and the license at any time upon thirty (30) days written notice to the other party. In the event of a material breach of this Agreement by the TBRI™ Practitioner, KPICD may terminate the non-exclusive limited license immediately. Upon termination of the non-exclusive limited license, TBRI™ Practitioner shall return all Licensed Property and materials to the KPICD. Upon termination of the non-exclusive limited license, the TBRI™ Practitioner shall immediately cease and desist from further use of Licensed Property and/or all KPICD trademarks. Further, upon termination, TBRI™ Practitioner may no longer refer to himself/herself as a TBRI™ Practitioner.
6. **Material Breach by TBRI™ Practitioner.** Any of the following acts or omissions by the TBRI™ Practitioner shall constitute a material breach of this Agreement and the non-exclusive limited license provided for herein:
 - a. Impairing or prejudicing the integrity of the Licensed Property;
 - b. Superimposing, inserting, transposing, merging, adding, altering, or distorting in any way the Trademarks, Videos, Handouts, any part of the TBRI™ Caregiver Training Package, PowerPoint presentations, Video clips, or Workbooks;
 - c. Showing any video clips from the TBRI™ Caregiver Training Package in isolation for any other purpose;
 - d. Using the Licensed Property in any manner which could be regarded as scandalous, derogatory, offensive, defamatory, obscene, immoral, racial, controversial, or pornographic. Furthermore, no portion, feature, or piece of the Trademarks may be used or merged in connection with other marks, images, or artwork so as to create a new impression which could be regarded as scandalous, derogatory, offensive, defamatory, obscene, immoral, racial, controversial, or pornographic. The restrictions of use within this Section shall extend to all mediums (e.g., physical, analog, digital, electrical, etc.) and shall not be restricted to physical goods or materials. Consistent with the restrictions of use contained within this Section, each Licensee hereby waives any and all defenses of freedom of speech with respect to its use of the Licensed Property;
 - e. Using any terms other than Trust-Based Relational Intervention® and/or TBRI™ to credit the work of the TBRI™ Practitioner when using TBRI™ in their practice and/or sharing of TBRI™ materials;
 - f. Using any terms other than Trust-Based Relational Intervention® and/or TBRI™ in any TBRI™ Caregiver Training, or to advertise or promote any trainings where Licensed Property is used as part of the curriculum;
 - g. Making copies in any medium of the Licensed Property (other than TBRI™ Practitioner Training handouts that have been explicitly marked as “replicable,” or the TBRI™ Caregiver Training *Participant* Workbooks for use in the training);
 - h. Any training or attempt by the TBRI™ Practitioner to train another individual to use the Licensed Property and/or associated training methods; or

- i. Allowing use of the Licensed Property (TBRI™ Caregiver Training Package) in any class or training where a *licensed* TBRI™ Practitioner is not personally present to lead the presentation.
 - i. This includes sharing of the download link containing the TBRI™ Caregiver Training Package. The download link containing the TBRI™ Caregiver Training materials should be used exclusively by the TBRI™ Practitioner who was originally given said download link by the KPICD.
7. **Indemnification.** TBRI™ Practitioner agrees that he or she shall defend, indemnify, hold harmless and insure KPICD, its members, employees, and agents from any and all damages, expenses, or liability resulting from or arising out of TBRI™ Practitioner's use of the Licensed Property and/or TBRI™ Practitioner's negligence or misconduct.
8. **Limitation on Damages.** TBRI™ Practitioner hereby agrees and covenants that in any legal proceeding arising out of, or related to, the subject matter of this Agreement, damages for any claim against KPICD shall be limited to consideration paid by TBRI™ Practitioner for this Agreement.
9. **Attorney Fees and Costs.** The prevailing Party in any legal proceedings or arbitration concerning the interpretation or enforcement of this Agreement shall be entitled to recover the reasonable and necessary attorney fees and costs incurred in the prosecution or defense of such proceedings, including but not limited to the fees and expenses for expert witnesses, arbitrators, mediators, travel, court reporters, and all other incidental and consequential damages.
10. **Survival of Terms.** All terms, conditions, and obligations of the Parties to this Agreement which remain unsatisfied or which have not been performed shall survive the termination of this Agreement.
11. **Relationship of Parties.** The TBRI™ Practitioner is an Independent Contractor. Nothing in this Agreement shall constitute, or be construed as constituting, a partnership, joint venture, employment relationship, or other joint activity of TBRI™ Practitioner and KPICD.
12. **Joint Effort.** Preparation of this Agreement has been a joint effort of the Parties. The Agreement shall not be construed more severely against either Party.
13. **Representations and Warranties of Parties.** The Parties represent that each has the right, ability, and capacity to enter into this Agreement.
14. **Miscellaneous.**
 - a. **Notices.** All notices to the KPICD required or permitted under this Agreement shall be sent via prepaid postage, certified mail, courier (such as Federal Express), or by personal delivery to the address set forth below:

Karyn Purvis Institute of Child Development
Texas Christian University
TCU Box 298921

The parties may, by written notice, designate other addresses and/or facsimile numbers for receipt of notices under this Agreement.

- b. **Applicable Law.** This agreement shall be subject to the laws of the State of Texas, without giving effect to the principles of conflict of laws thereof. The Parties agree that any and all causes of action, whether or not arising under this Agreement, between the Parties shall be brought exclusively in the Tarrant County Courts, State of Texas.
- c. **Entire Agreement.** This Agreement is a complete and final Agreement. This Agreement supersedes all prior agreements, representations, negotiations, or other understandings of the Parties with respect to the subject matter contained within this Agreement. This Agreement, including this clause, may only be amended or altered by a writing signed by the authorized representatives of both Parties.
- d. **Force Majure.** Neither party shall be in default or otherwise liable for any delay or failure to perform under this Agreement where such delay or failure arises due to any Act of God, any government or governmental body action, acts of the common enemy, strikes or labor disputes, or other cause beyond the control of such Party provided that the delay or failure in performance could not have reasonably been foreseen, or prevented, and that the Party exercises such diligence as the circumstances may require.
- e. **Warranty Disclaimers.** KPICD makes no express, implied, or other warranties of any kind, including but not limited to implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement, with respect to KPICD's performance or any materials or services provided to TBRI™ Practitioner in relation to this Agreement. The TBRI™ Practitioner assumes the entire risk as to KPICD's performance and any such materials or services. Without limiting the foregoing, KPICD makes no representations or warranties as to the accuracy, completeness, or quality of the materials provided to TBRI™ Practitioner. TBRI™ Practitioner's use of said materials and reliance thereon is at TBRI™ Practitioner's risk.
- f. **Dispute Resolution.** The Parties agree that any unresolved dispute arising under, or related to, this Agreement will be submitted to a qualified third party for mediation. Any issues not resolved through the mediation process shall be decided by Arbitration with the qualified third-party mediator serving as arbitrator.
- g. **Assignment.** Neither this Agreement nor any of the rights and obligations provided for herein are assignable by TBRI™ Practitioner without the prior written consent of KPICD. KPICD shall have the right to assign this Agreement to any successor in interest.

THE PARTIES HAVE ENTERED INTO THIS AGREEMENT FOR TBRI™ PRACTITIONER TRAINING RIGHTS AND RESPONSIBILITIES, EFFECTIVE AS OF THE DATE FIRST SET FORTH ABOVE.

THIS AGREEMENT, made as of _____ (today’s date), between the KARYN PURVIS INSTITUTE OF CHILD DEVELOPMENT AT TCU (“KPICD”); and [name of trainee] (the “TBRI™ Practitioner”) listed at the end of this contract, after successful completion of Phase I & Phase II of the TBRI™ Practitioner Training.

Karyn Purvis Institute of Child Development

TBRI Practitioner

KPICD Staff Signature

Signature

Date

Print Name

Rights and Responsibilities: (June 2021)

Credentials:

Yes: Call yourself a TBRI™ Practitioner.

- Use the TBRI™ Practitioner Logo on business cards, e-mail signatures, or personal website.
- Indicate that you attended and completed TBRI™ Practitioner Training hosted by the Karyn Purvis Institute of Child Development at TCU.

No: Identify or call yourself TBRI™ certified or licensed.

- Use the TBRI™ Practitioner Logo on promotional items, an organizational website, or any item for sale.

Note: The KPICD reserves the right to have the TBRI™ Practitioner Logo removed if it appears in a context that violates the Rights and Responsibilities agreement, such as appearing as a poor association with the KPICD.

Training:

Who can I train?

Yes: Those within the organization that currently employ you, including clients, caregivers, parents, or fellow employees, or an organization in which you hold membership.

With Permission: Those outside of your organization, including conferences.

No: You may not train others to become TBRI™ Practitioners.

How can I train?

Yes: In person or live virtual training within your organization.

With Permission: In person or live virtual training outside of your organization.

No: Recording of a training, reproducing, distributing, or selling of a recording of a training.

What materials can I use to train?

Yes: The Caregiver Package or other publicly available resources from the KPICD.

- The flyer template provided by the KPICD.
- The training certificate provided by the KPICD.
- Any documents created by the KPICD that are clearly marked as “replicable.”

With Permission: Design your own flyer and/or certificate.

No: Additions or alterations to the Caregiver Package.

- Creating your own presentation as the TBRI™ Caregiver Package.
- Distributing or duplicating materials you received in Phase 1 or Phase 2 of TBRI™ Practitioner Training.

Can I translate materials for a training?

- If you have a need for translated materials, you must submit a request to the KPICD at KPICDOuteach@tcu.edu

Can I charge for a training?

Yes: When training for an organization, you may charge your hourly rate for time and charge for any resource and material costs (e.g., space, snacks, printed materials, fidgets).

What can I call my training?

- You may only refer to the training as TBRI™ Caregiver Training. No other name or title may be given. If you are only presenting one module you may call it TBRI™ Caregiver Training: Module Title.

When someone completes a training I lead, what title or qualifications do they hold?

- They have completed a TBRI™ Caregiver Training. Completing a TBRI™ Caregiver Training does not mean a person is “trained in TBRI™”, TBRI™ Certified, or a TBRI™ Practitioner.

Can I use the Caregiver Package in a research study?

- If you are interested in conducting a research study on TBRI™, you must contact the KPICD and receive written permission before doing so. Email KPICD.research@tcu.edu

Who can use my Caregiver Package?

- The rights and responsibilities for the Caregiver Package belong to you, the TBRI™ Practitioner. You are the only one allowed to train from it. You may not duplicate, distribute, or sell the materials. Should you change organizations, the Caregiver Package

must go with you and should not be left with your organization. You as an individual are responsible for it.