

## TBRI® PRACTITIONER RIGHTS AND RESPONSIBILITIES AGREEMENT

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

### I RECITALS

1. KP ICD is a holder of the United States of America Registered Trademark for Trust-Based Relational Intervention® (TBRI®) which is registered under United States Patent and Trademark Office Registration No. 3,593,417. The KP ICD has also created copyrighted materials in various mediums which are utilized in teaching TBRI® (hereinafter “Licensed Property”).
2. Trust-Based Relational Intervention® is a proprietary intervention that has been registered and developed by the KP ICD, for the purpose of meeting the complex needs of, and improving the lives of children who have experienced abuse, neglect, and/or trauma.
3. TBRI Practitioner has completed the mandatory training and all associated requirements to be approved by the KP ICD as a teacher and facilitator of the TBRI Caregiver Training within their respective organization; to apply TBRI principles and strategies in their professional role; and to refer to himself as a “TBRI Practitioner.”
4. KP ICD is willing to grant TP a non-exclusive license to use Licensed Property (TBRI Caregiver Training Package) 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.** After completing the training and required assignments provided for herein; and, subject to all the terms and conditions of this Agreement, KP ICD 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. KP ICD 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 TP's organization, or who directly fall within the scope of the organization's primary duties (see 3j).

2. **Reservations and Limitations.** KP ICD retains all rights except those rights expressly granted and does not grant TBRI Practitioner any other licenses or intellectual property rights.
3. **Limitations upon qualification as TBRI Practitioner.** Once KP ICD confers TP the revocable title "TBRI Practitioner," TP agrees that:
  - a. The materials provided are solely owned by KP ICD, 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. Rather, TP holds them as a licensee under the terms and conditions of this agreement.
    - i. The TP 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 TP's organization paid for him/her to attend the training. If the TP were to leave the organization that paid for him/her to attend the training, all materials given during the training would leave with the TP.
  - b. TBRI Practitioner may only use the trademarked term Trust-Based Relational Intervention®/TBRI® in the following manner in all advertising, announcements, handouts or the like, in relation to their qualifications and role as a TBRI Practitioner and the TBRI Caregiver Training they are authorized to provide:
    - i. "TBRI Practitioner" when describing his/her qualifications derived from KP ICD to use TBRI in their professional capacity and to teach the TBRI Caregiver Training to others.
      1. TBRI Practitioner will not misrepresent him/herself by falsely claiming to be "TBRI Certified." A TBRI certification does not exist; therefore no one can be considered "TBRI Certified."
    - ii. "TBRI Practitioner Training hosted by the Karyn Purvis Institute of Child Development at TCU" when describing the program/training they received and successfully completed to qualify as a TBRI Practitioner.
    - iii. "Trust-Based Relational Intervention/TBRI" when naming the intervention used in their practice, which can be described as the following:
      1. "TBRI is an attachment-based, evidence-based, and trauma-informed intervention that is designed to meet the complex

needs of vulnerable children. TBRI uses Empowering Principles to address physical needs, Connecting Principles for attachment needs, and Correcting Principles to disarm fear-based behaviors.”

- iv. “TBRI Caregiver Training” when naming the program/presentation provided by the TP.
  1. When describing the program/presentation provided by the TP: “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 vulnerable 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”
  2. TBRI Practitioner will not misrepresent the TBRI Caregiver Training they provide by falsely claiming it to be a ‘TBRI Practitioner Training’, ‘Certification Training’, ‘Certified Training’, ‘Train the Trainer Training’, ‘hosted by the KP ICD’, or any other false representation.
    - a. Those trained by TP are *not* considered ‘Certified’ in TBRI and they *cannot* train others in TBRI.
    - b. Those trained by TP *can* implement the TBRI tools and strategies they learned during the TBRI Caregiver Training in their professional practice.
- c. TP will not make copies of, or give, sell, or loan to any other person, the handouts they were given by the KP ICD at the TBRI Practitioner Training without explicit written permission from the KP ICD.
  - i. TBRI Practitioner **is allowed** to make copies of the TBRI Practitioner Training handouts that are *clearly marked as replicable* by the KP ICD.
- d. TP will not copy (partially or completely) the following TBRI Caregiver Training Package materials – PowerPoint Presentations, Video Clips, or *Instructor Workbooks*.
  - i. TP **is allowed** to make copies of the TBRI Caregiver Training *Participant Workbooks* for training purposes.
- e. TP will not use the TBRI Practitioner Training handouts for any research project, unless he or she has been provided written permission to do so by the KP ICD.

- f. TP will not use the TBRI Caregiver Training or Training Package for any research project, unless he/she has been given written permission to do so by the KP ICD.
- g. TP will not incorporate TBRI materials (such as TBRI Practitioner Training handouts, videos, PowerPoint slides, TBRI Caregiver Training Package, etc.) to create a manual or materials for another program.
- h. TP will not create, distribute or sell any form of derivative work, including but not limited to, training worksheets/handouts, videos, presentations, books, articles, and/or translations.
- i. TP will not compete using any TBRI materials from KP ICD with the Karyn Purvis Institute of Child Development anywhere in the world. In the event this covenant not to compete is breached, KP ICD shall have the right to enjoin the violation and recover damages equal to all gross revenues received by Agency and TP in violation of this non-competition clause. The parties agree that KP ICD shall not be required to post a bond in connection with enforcement of this non-competition clause.
- j. TBRI Practitioner **is allowed** to use/share TBRI information with the following groups in the following manner -
  - i. With caregivers/clients. Some examples 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. With other professionals in TP’s organization using TBRI materials. Some 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.
    1. With other professionals in TP’s organization **IF** they purchased & are using the TBRI Caregiver Training Package – when using the TBRI Caregiver Package, trainings can be structured as a formal training and TP may be compensated for their time and associated training costs.
  - iii. At invited conferences/presentations outside TP’s organization – If giving a presentation outside of your organization on a related topic (i.e. attachment theory, early intervention, etc.) TBRI information/materials may be used with consent from the KP ICD.



- a. Impair or prejudice the integrity of the Licensed Property;
  - b. Superimpose, insert, transpose, merge or add anything to the Trademarks, Videos, Handouts, or any part of the TBRI Caregiver Training Package – PowerPoint presentations, Video clips, or Workbooks; or alter or distort in any way;
  - c. Show any video clips from the TBRI Caregiver Training Package in isolation for any other purpose or context;
  - d. Use of the Licensed Property in any manner which could be regarded as scandalous, derogatory, offensive, defamatory, obscene, immoral, racial, controversial or pornographic. Further, no part, feature or piece of the Trademarks, no matter how small, 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 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. Use of any term other than Trust-Based Relational Intervention/TBRI to credit the work of the TBRI Practitioner when using TBRI in their practice and/or sharing TBRI materials;
  - f. Use of any term other than Trust-Based Relational Intervention/TBRI in any TBRI Caregiver Training, or to advertise or promote any trainings where Licensed Property is used as part of the curriculum;
  - g. The making of 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 TP to train another in use of the Licensed Property and/or associated training methods; and,
  - i. Allowing the use of Licensed Property (TBRI Caregiver Training Package) in any class/training where a *licensed* TBRI Practitioner is not personally present to lead the presentation.
    - i. This includes sharing the TBRI Caregiver Training Package; the TBRI Caregiver Training materials should be used exclusively by the TP who was originally given access by the KP ICD.
7. **Indemnification.** TP agrees that he or she shall defend, indemnify, hold harmless and insure KP ICD, its members, employees and agents from any and all damages, expenses, or liability resulting from or arising out of their use of the Licensed Property and/or his or her negligence or misconduct.

8. **Limitation on Damages.** TP 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 KP ICD shall be limited to consideration paid by TP 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 attorney fees and costs, including expert witness fees, travel expenses, court reporter fees and expenses of every sort and type incurred in the prosecution or defense of the arbitration or legal proceedings.
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.** TP 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 TP with KP ICD.
12. **Joint Effort.** Preparation of this Agreement has been a joint effort of the Parties and the resulting Agreement shall not be construed more severely against one of the Parties than against the other.
13. **Representations and Warranties of Parties.** The parties represent to one another that they have the right and the ability to enter into this Agreement.
14. **Miscellaneous.**
  - a. **Notices.** All notices which are required or permitted to be given under this Agreement shall be sent postage prepaid, by certified mail, by 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  
Fort Worth, TX 76129

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 in lieu of and supersedes all prior agreements, representations, negotiations, or other understandings of the parties with respect to the subject matter hereof. This Agreement including this clause may not be amended or altered except in a writing signed by the authorized representatives of the Parties.
- d. **Force Majeure.** Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or of any government or governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other cause beyond the control of such party provided; however, that the delay or failure in performance could not have reasonably been foreseen or provided against; and provided further that each party exercises such diligence as the circumstances may require.
- e. **Warranty Disclaimers.** KP ICD makes no warranties of any kind, express, implied or otherwise, including implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement, with respect to its performance or any materials or services provided to TBRI Practitioner in relation to this Agreement, and the entire risk as to KP ICD's performance and any such materials or services is assumed by TP. Without limiting the foregoing, KP ICD makes no representations or warranties as to the accuracy, completeness, or quality of the materials, and TP's use thereof and reliance thereon is at TBRI Practitioner's risk.
- f. **Exclusion of Certain Damages.** Neither party will be liable for any indirect, consequential, special, incidental, or punitive damages related to this Agreement, even if such party has been advised of the possibility of such damages in advance and even if any remedy fails of its essential purpose, regardless of the form of action and regardless of the legal theory on which liability is predicated. This does not apply, however, to any breach of TBRI Practitioner's infringement or misappropriation of KP ICD's intellectual property or other proprietary rights.
- g. **Dispute Resolution.** The parties agree that any unresolved dispute arising under, or related to, this Agreement will be submitted to a single neutral qualified individual for mediation. Any issues not resolved through the mediation process shall be decided by Arbitration with the mediator serving as arbitrator. If the dispute proceeds to Arbitration the non-prevailing party shall pay all costs and reasonable attorney fees of the prevailing party as well as mediator/arbitrator fees.
- h. **Assignment.** Neither this Agreement nor any of the rights and obligations provided for herein are assignable by TP without the prior written consent of KP ICD. KP ICD will have the right to assign this Agreement to any successor in interest.

**IN WITNESS WHEREOF 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 ("KP ICD"); and the TBRI Practitioner ("TP") 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**

\_\_\_\_\_  
KP ICD Staff Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name