

DILTS STRATEGY GROUP AUTHORIZATION AGREEMENT

Background of Agreement

This agreement is being made and entered into on the ___ day of _____, 20__ by and between DILTS STRATEGY GROUP and ROBERT DILTS and _____ (“AUTHORIZED USER”).

This authorization agreement relates to the use of the *Success Factor Modeling* manual(s) and PowerPoint slides as specified in APPENDIX A (“LEARNING MATERIALS”).

ROBERT DILTS has developed and assembled LEARNING MATERIALS that have been copyrighted and published by DILTS STRATEGY GROUP.

The purpose of this agreement is to define the terms and conditions under which DILTS STRATEGY GROUP agrees to authorize the AUTHORIZED USER to use the LEARNING MATERIALS.

1. Scope of Materials Authorization

The authorization agreement applies solely to the LEARNING MATERIALS for the purpose of in-person leadership or entrepreneur training, consulting and coaching, and does not allow the use of these materials for any type of distance learning or remote learning via the Internet. The authorization applies only to the individual AUTHORIZED USER, not to any institute or organization. The authorization is not transferable or assignable in whole or in part by AUTHORIZED USER.

1.1 *Duplication and Distribution of LEARNING MATERIALS*

AUTHORIZED USER is permitted to duplicate and distribute as many copies of the LEARNING MATERIALS or parts of the LEARNING MATERIALS for direct participants in AUTHORIZED USER’s coaching sessions, consulting sessions, seminars or trainings. The LEARNING MATERIALS or parts of the LEARNING MATERIALS may not be resold to anyone else.

1.2 *Preparation of derivative materials based on LEARNING MATERIALS*

AUTHORIZED USER is permitted to prepare derivatives (including translations to other languages - see SECTION 6 on *Translations of LEARNING MATERIALS*) based on or containing parts of the LEARNING MATERIALS.

1.3 *Performance based on LEARNING MATERIALS or derivative material*

AUTHORIZED USER is permitted to describe, display, read, demonstrate and otherwise perform behavioral expressions based upon LEARNING MATERIALS in public or private settings.

2. Terms of the Agreement

2.1 *Duplication and Distribution of LEARNING MATERIALS*

2.1.1 AUTHORIZED USER will clearly display the full contact information for DILTS STRATEGY GROUP (see APPENDIX B) on any booklet or manual in which LEARNING MATERIALS appear.

2.1.2 AUTHORIZED USER is only authorized to duplicate and distribute LEARNING MATERIALS in coaching sessions, consulting sessions, seminars or trainings in which the AUTHORIZED USER is the actual facilitator or trainer.

2.2 *Duplication and Distribution of Derivative Materials Based on LEARNING MATERIALS*

2.2.1 Whenever AUTHORIZED USER duplicates or distributes derivatives based on LEARNING MATERIALS, AUTHORIZED USER must reference the source of the material.

2.3 AUTHORIZED USER *Contact Information*

2.3.1 AUTHORIZED USER will keep DILTS STRATEGY GROUP apprised of his or her current contact information by sending any change of address, phone or e-mail to the address listed in APPENDIX B of this agreement.

2.4 *Limitation of Authorization to Specified LEARNING MATERIALS*

2.4.1 Authorization regarding use of LEARNING MATERIALS is limited to those materials specified in APPENDIX A, which are specifically granted to AUTHORIZED USER by this agreement.

2.5 *Term of Agreement and Authorization Renewal*

2.5.1 The term of this agreement is for _____ Years from the time of signing. After expiration of this period, the AUTHORIZED USER may renew the agreement provided that AUTHORIZED USER has met all terms of this agreement and continues to meet the criteria specified in APPENDIX A.

2.6 *Fee for Authorization and Number of Copies Authorized*

2.6.1 The fee for authorization for the specified period is \$750 for two years or \$1000 for three years for up to 67 copies of LEARNING MATERIALS per year (134 copies for two years or 200 copies for three years).

2.6.2 If AUTHORIZED USER distributes more than the total number of copies permitted for the specified period of the agreement, there will be an additional copyright authorization fee of \$15 for each copy distributed beyond the total (134 copies for two years or 200 copies for three years).

2.7 *No Authorization to Grant Certificates*

2.7.1 This agreement does *not* authorize AUTHORIZED USER to grant certificates in the name of Robert Dilts or the DILTS STRATEGY GROUP. Certificates issued to participants in programs presented by AUTHORIZED USER must be from AUTHORIZED USER or from his or her institute.

2.7.2 AUTHORIZED USER will ensure that any certificate issued or signed by AUTHORIZED USER does not appear to be awarded by or endorsed by Robert Dilts or DILTS STRATEGY GROUP.

3. Public Representation of Authorization

3.1 *Copyright Statement to be Included on LEARNING MATERIALS*

3.1.1 Any public representation, including marketing or advertising material provided by the AUTHORIZED USER, relating to the use of LEARNING MATERIALS must include the following copyright statement at the front of the manual or booklet:

“This booklet/manual is comprised of material developed by Robert Dilts and copyrighted by Robert Dilts and Dilts Strategy Group. The material is being reprinted with the authorization of the author.”

4. Use of DILTS STRATEGY GROUP and SFM Logos

4.1 *Authorization to Reprint DILTS STRATEGY GROUP and SFM Logos*

4.1.1 AUTHORIZED USER is authorized to reprint the DILTS STRATEGY GROUP and SFM logos (see APPENDIX C) on his or her seminar announcements, promotional materials or certifications.

4.1.2 The following statement must appear in its entirety on any brochures, promotional materials or publications for programs in which AUTHORIZED USER uses LEARNING MATERIALS or displays the DILTS STRATEGY GROUP and/or SFM logo:

“(Name of AUTHORIZED USER) is a member of the DILTS STRATEGY GROUP of Trainers and Consultants. (Name of AUTHORIZED USER) is authorized to use specific LEARNING MATERIALS relating to this Success Factor Modeling program.”

4.1.3 The above statement and the DILTS STRATEGY GROUP and SFM logos can *only* be used on promotional materials specifically relating to programs in which LEARNING MATERIALS will be used.

4.1.4 The Statement in SECTION 4.1.2 and the DILTS STRATEGY GROUP logo can only appear on certificates relating directly to programs primarily containing DILTS STRATEGY GROUP LEARNING MATERIALS.

4.2 *Size and Appearance of DILTS STRATEGY GROUP and SFM Logos*

4.2.1 The DILTS STRATEGY GROUP logo must appear smaller than the logo of AUTHORIZED USER or of the sponsoring institute of the program.

4.2.2 On certifications issued by AUTHORIZED USER, the DILTS STRATEGY GROUP logo can only appear directly beneath AUTHORIZED USER’s name and signature. The size of the DILTS STRATEGY GROUP logo cannot exceed 3/4 inch (see APPENDIX D).

4.3 *Approval of Promotional Materials*

4.3.1 AUTHORIZED USER will send his or her first promotional materials using the Statement in SECTION 4.1.2 and the DILTS STRATEGY GROUP logo to DILTS STRATEGY GROUP to be approved more than one month prior to printing or publication and will continue to send DILTS STRATEGY GROUP copies of promotional material pertaining to programs using DILTS STRATEGY GROUP LEARNING MATERIALS.

4.3.2 Two copies of relevant promotional materials should be provided to DILTS STRATEGY GROUP. Paper copies should be sent to the address listed in APPENDIX B of this agreement. Electronic copies should be sent to diltsstrategygroup@gmail.com.

4.4 *Protection of Brand and Intellectual Property Rights*

4.4.1 AUTHORIZED USER will take necessary steps to protect the brand and intellectual property rights of DILTS STRATEGY GROUP with respect to the DILTS STRATEGY GROUP and SFM logos and LEARNING MATERIALS.

5. No Endorsement Implied

5.1 DILTS STRATEGY GROUP *Does Not Endorse* AUTHORIZED USER

5.1.1 Nothing in this agreement should be taken to imply that DILTS STRATEGY GROUP endorses AUTHORIZED USER or any specific institute, training program or certification. This authorization is limited to the specific *uses* and *representation* of authorization stated explicitly in the agreement.

6. Translations of LEARNING MATERIALS

6.1 *Ownership of the Copyright for Translations*

6.1.1 DILTS STRATEGY GROUP maintains ownership of the copyright for any translation of LEARNING MATERIALS made into another language by AUTHORIZED USER or under AUTHORIZED USER’s direction.

6.1.2 By signing this agreement, AUTHORIZED USER hereby assigns all rights to any translation of LEARNING MATERIALS to DILTS STRATEGY GROUP.

6.1.3 AUTHORIZED USER agrees to send translations of LEARNING MATERIALS to DILTS STRATEGY GROUP in electronic and paper form at the address listed in APPENDIX B. Translations must be approved by DILTS STRATEGY GROUP in writing before they may be duplicated or distributed.

7. Termination of the Agreement

7.1 Termination for Failure to Meet Terms of Agreement or for Other Due Cause

7.1.1 This authorization agreement may be terminated by DILTS STRATEGY GROUP at any time upon failure of AUTHORIZED USER to meet the terms of the agreement or for any other due cause.

8. Disclaimer and Limitation of Liability

8.1 No Warranties or Conditions Expressed or Implied

8.1.1 DILTS STRATEGY GROUP makes no warranties of conditions, expressed, implied, statutory or otherwise with respect to the LEARNING MATERIALS or this agreement, and DILTS STRATEGY GROUP expressly disclaims any warranty of merchantability or fitness for a particular purpose.

8.2 Liability Limited to Amounts Paid by AUTHORIZED USER

8.2.1 DILTS STRATEGY GROUP's liability arising out of this agreement and/or use of the LEARNING MATERIALS shall be limited to the amounts paid by AUTHORIZED USER for the authorization.

8.2.2 In no event shall DILTS STRATEGY GROUP be liable to AUTHORIZED USER or any other entity for any special, consequential, incidental or indirect damages, however caused, under any theory of liability.

The following parties have caused this agreement to be executed by affixing their signatures below:

Robert B. Dilts
DILTS STRATEGY GROUP

AUTHORIZED USER

Date: _____

Date: _____

APPENDIX A

Copyright Authorization Package

Success Factor Modeling: Next Generation Entrepreneurship

Criteria for Authorization to Use Success Factor Modeling: Next Generation Entrepreneurship Manuals:

- 1) Successful completion of the *Success Factor Modeling: Next Generation Entrepreneurship Certification Program*.
- 2) Signed Copyright Authorization Agreement.

Materials included in this agreement:

The Copyright Authorization Package includes current recordings and electronic versions of the Training Manual and PowerPoint slides for the *Success Factor Modeling: Next Generation Entrepreneurship Certification Program*.

Qualified recipients receive an official Certificate of Authorization to use copyrighted material for a limited amount of time, either two years or three years.

Training Manuals used by authorized users using any portion of these copyrighted materials must include:

- User's Certificate of Authorization
- Written acknowledgment to be provided with the materials
- The statement: *"This booklet/manual is comprised of material developed by Robert Dilts and copyrighted by Robert Dilts and Dilts Strategy Group. The material is being reprinted with the authorization of the author."*

Dilts Strategy Group Copyrighted materials are only to be used for in-person coaching, consulting or training purposes. No part of this material is for resale.

All foreign language translations made by authorized users belong to Dilts Strategy Group and must be sent electronically and by hard copy to Dilts Strategy Group before use.

Advertising for programs using the Dilts Strategy Group copyrighted materials must accurately reflect the use of the copyrighted materials using the following statement:

"This training program uses material developed by Dilts Strategy Group."

Copyright Authorization Package Fee: \$750 for two years or \$1000 for three years, renewable at a price to be determined. This fee includes up to 137 manuals within the 2-year period and 200 manuals within the 3-year period. If more than the specified number of manuals are distributed, there is an extra copyright fee of \$15 per copy.

Copyright Authorization renewal is contingent on the Authorized User following all guidelines contained in the Copyright Authorization Agreement.

Copyright Authorization is one step on the pathway to Affiliation.

APPENDIX B

Contact Information for Dilts Strategy Group

Dilts Strategy Group
P.O Box 67448
Scotts Valley, CA 95067
Email: diltsstrategygroup@gmail.com
Phone: 831-438-8314

APPENDIX C

Dilts Strategy Group Logo



SFM Logo



APPENDIX D

Appearance of Dilts Strategy Group Logo on Certificates

Signature of AUTHORIZED USER

Name of AUTHORIZED USER

