

**CLASS® Train-the-Trainer Program Participant Agreement**  
**Between Teachstone Training, LLC ("Teachstone") and \_\_\_\_\_ ("Participant")**  
**Effective Date: \_\_\_\_\_, 20\_\_\_\_**

Context: The CLASS® Train-the-Trainer Program (the "Program") is owned by Teachstone®, the authorized provider of training and consulting services relating to the CLASS measurement system. Teachstone desires to train the Participant in the Program and grant to Participant a limited license to train others within the Participant's organization identified below (the "Identified Organization"). Participant desires to receive such training and license. For and in consideration of value received and the mutual covenants contained herein, the parties agree as follows:

- A. Teachstone agrees to:
  - a. Train Participant in the Program,
  - b. Grant to Participant a one year CLASS Affiliate Trainer Certification upon Participant's successful completion of the Program, which one year period shall be deemed to run from the Effective Date to the first anniversary of the Effective Date (subject to early termination as specified below), and
  - c. Grant to Participant a non-exclusive, non-transferable limited license to use the training received at the Program to train other employees of the Identified Organization (and only individuals who are employees of the Identified Organization) for so long as, and only so long as, Participant maintains Participant's CLASS Affiliate Trainer Certification according to Teachstone's requirements.
  
- B. Participant agrees to:
  - a. Facilitate only the following programs at the age level for which training in the Program is received: CLASS Observation training and Introduction to the CLASS Tool program ("CLASS Programs");
  - b. Facilitate these CLASS Programs only within the Identified Organization, and to not provide CLASS training to individuals or groups outside of the Identified Organization without prior written permission by Teachstone;
  - c. Not charge any fees to deliver CLASS Programs;
  - d. Communicate with Teachstone before any authorized CLASS Program is officially scheduled in order to:
    - i. Complete an Affiliate Training request
    - ii. Arrange payment and shipment for all authorized training materials
    - iii. Provide trainee's information so that online CLASS accounts can be created and tracked for reliability purposes;
  - e. Facilitate the CLASS training and reliability testing in the manner prescribed in the Program without modifying the content for any other purpose unless approved in advance and in writing by Teachstone;
  - f. Not copy, sublicense or otherwise distribute any written, electronic, or printed materials provided by Teachstone (This material is copyrighted, and Participant agrees to observe all copyright laws and restrictions in this Agreement governing its use);
  - g. Use all video footage provided by Teachstone within the CLASS Programs and not to copy or sublicense such video, or use videos for any other purpose, unless approved in advance and in writing by Teachstone. (This video is copyrighted, and Participant agrees to observe all copyright laws and restrictions in this Agreement governing its use).
  - h. Hold the training, materials and other information provided to Participant as part of the Program (the "Proprietary Information") in confidence and never to disclose such Proprietary Information to any third party, except in connection with Participant's facilitation of CLASS Programs in accordance with the terms hereof.

Teachstone reserves the right to terminate Participant's certification as a CLASS Affiliate Trainer if Participant fails to comply with any of the terms and conditions set forth above.

I, Participant, understand that my CLASS Affiliate Trainer Certification is valid for one year from the Effective Date (subject to early termination pursuant to the preceding sentence. At the end of this period, I will recertify if I intend to continue to facilitate the CLASS Programs listed above. I will contact Teachstone for approval to continue training if I switch organizations.

**Teachstone Training, LLC**



**Bruce Davis, CEO**

**Organization:** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_