

FranklinCovey Facilitator License Agreement

(Corporate Client)

Franklin Covey Client Sales, Inc. ("FranklinCovey") offers to individuals the opportunity to be certified in its programs to train Participants (defined herein) only as detailed below and desires to grant a limited license to the undersigned to become a certified facilitator of FranklinCovey and use its proprietary materials per the terms described herein.

1. This undertaking is required by FranklinCovey in order to certify the undersigned as a Facilitator.
2. Facilitator agrees that he/she is an employee or independent contractor of the organization that is specified in the signature block below, and that he/she is at least 18 years of age.
3. Facilitator is certified to present the FranklinCovey program(s) specified below within his/her organization. Facilitator agrees that he/she will present training only to Participants as provided by this Agreement that are located within the United States of America. Facilitator shall not train employees of the U.S. Government, including the armed services divisions. As used in this Agreement, "Participants" are directors, officers, or regular employees of the organization specified in the signature block below or its subsidiaries.
4. Franklin Covey will invoice Facilitator's organization a one-time, non-refundable license fee of \$750.00. In addition, Facilitator, or its organization, is responsible for the cost of the Certification Work Session, the facilitator kit, and 20 participant kits for the program in which he/she is being certified, which participant kits will be shipped by the last day of the Certification Work Session. Such participant kits are non-returnable. As used in this Agreement, a "Certification Work Session" is training provided by FranklinCovey to an employee or independent contractor of the organization specified below to certify them as a Facilitator; such training may be virtual, instructor-led, or via another type of delivery.
5. The organization, on behalf of Facilitator, agrees to purchase the participant kit, and, if applicable, any other materials required for the training for each Participant who attends facilitated training. Such participant kits shall be purchased at the then current rates plus shipping/handling costs and any applicable taxes. The current pricing schedule is available upon request. All payment terms are Net 30 days. All shipments are FOB shipping point.
6. FranklinCovey will extend a refund for unused facilitator and participant materials returned within thirty (30) days of purchase. Customized products, online profiles and online learning modules are not eligible for refund.
7. To become certified, Facilitator shall:
 - a. Participate in a live or virtual content course in the FranklinCovey program in which he/she is being certified.
 - b. Read and abide by the terms of this Agreement.
 - c. Execute and return this Agreement prior to participating in a Certification Work Session.
 - d. Complete and return prescribed pre-work prior to participating in a Certification Work Session and all certification requirements within 90 days of such Certification Work Session.
 - e. Complete the appropriate Certification Work Session. FranklinCovey reserves the right to decline certification of any individual who does not sign this Agreement, complete the Certification Work Session, and purchase the required number of participant kits.
8. To maintain certification, Facilitator agrees to:
 - a. Participate annually in a FranklinCovey program, Facilitator Enhancement Day, or other offering prescribed by FranklinCovey and presented by a qualified FranklinCovey instructor, or another means of delivery.
 - b. Allow FranklinCovey representatives to observe any facilitated training conducted by him/her.
 - c. Obtain and use updated materials prescribed by FranklinCovey.
 - d. Present FranklinCovey programs and use materials only as provided in this Agreement.
 - e. Not train others to conduct facilitated training unless authorized and certified by FranklinCovey to do so.
 - f. Present facilitated training in the format prescribed by FranklinCovey.
 - g. Not market or identify himself/herself as a Facilitator on social media sites such as, but not limited to, Facebook, LinkedIn, or any other website, with the exception of the Client's internal website.
9. FranklinCovey may send to Facilitator, via facsimile transmission or other means, notices, updates, correspondence, promotional materials, schedules, seminar descriptions, and other information.
10. In the event that Facilitator ceases to be employed by or under contract with the Facilitator's organization or Facilitator breaches the terms of this Agreement, the Agreement is hereby terminated and Facilitator will no longer be certified to train anyone in the FranklinCovey program(s) specified below. Upon termination, Facilitator shall, at his/her expense, return to FranklinCovey all Facilitator materials and undistributed participant materials, or verify to FranklinCovey that such materials have been destroyed.
11. The FranklinCovey programs and all copyrights, trademarks and products relating thereto, including, without limitation, videotapes, overhead transparencies or digital presentation, facilitated training, facilitator materials, and all participant materials provided in connection therewith are the sole property of FranklinCovey. Such programs and materials, whether or not protected by copyright, are not to be copied or reproduced in any fashion without the prior written consent of FranklinCovey. Facilitator shall not make or allow anyone under its control to make any Derivative Works (as defined by U.S. Copyright Law, 17 U.S.C. §101, 1976 as amended) without the prior written approval of FranklinCovey. Facilitator shall not publicly display (e.g. YouTube) nor offer for resale any program materials. Facilitator agrees that all Derivative Works to the FranklinCovey programs or related materials made by Facilitator or anyone under his/her control, with or without FranklinCovey's permission, shall belong to FranklinCovey.
12. The facilitator materials in the undersigned's possession and/or control are licensed materials belonging to FranklinCovey and will be returned to FranklinCovey at FranklinCovey's request or when Facilitator ceases to facilitate FranklinCovey programs.

Dated this _____ day of _____, _____.

Signature: _____
Name (Print): _____
Title/Rank: _____
Email: _____

Organization: _____
Business Address: _____
Business Phone: _____

Program(s) in Which Facilitator is Being Certified

Date: _____