

[EN] Trainer Agreement for Certified Trainers: 2023

B. THE AGREEMENT *(continued)*

3. Our Understanding of Quality

The more Certified Trainers value Nonviolent Communication consciousness in their teaching and living, the more effective the whole Nonviolent Communication community will be in reaching our goal of creating a more peaceful world.

In order to live the values of Nonviolent Communication, CNVC asks Certified Trainers to maintain an ongoing process of personal development, supporting each other by exchanging materials, giving and receiving feedback and offering empathy, and exploring ways to develop new training designs and materials. CNVC encourages Certified Trainers in the Annual Trainer Survey to share information about their work.

4. Respect Towards Participants

Certified Trainers agree to work with their participants in harmony with the values of mutual trust, safety and respect. CNVC holds a core value that Certified Trainers maintain a high degree of personal integrity in, and awareness of, their role and responsibilities when teaching, evaluating, supervising or advising a participant and especially when boundaries are being tested and relationships being formed.

5. Holding Boundaries

In the course of Nonviolent Communication events, it is possible that participants and trainers alike may feel an unexpected level of emotional intensity, intimacy, or vulnerability, and may wish to express these feelings as sexual contact.

CNVC wants to model and stand for integrity, responsibility, consideration, and care towards event participants, CT candidates, and communities, in order to create safer learning spaces. CNVC wants to raise awareness around:

- power dynamics that come into play.
- impact of a relationship (sexual, romantic, or other) across power differences.
- vulnerability of people who step into potentially emotionally-charged environments.

Therefore, Certified Trainers agree to the following:

- Abstain from sexual contact with training participants, private students, coachees or clients during Nonviolent Communication events and for a period of 6 months after the professional relationship has ended.
- If a Certified Trainer develops romantic or sexual feelings for a participant, or if a participant expresses such feelings for a CT, we ask the CT to seek support and offer transparency within the training team or personal support circle to find a way to care for everyone without getting further involved. Openness to feedback is essential to minimize blind spots.

For more information and depth about this request, please refer to the guidelines in the Sex and Intimacy document that appears in the Certification Preparation Packet.

B. THE AGREEMENT *(continued)*

6. Inclusion and Creating a space for everyone

CNVC and Certified Trainers agree to remain aware and mindful in creating inclusivity, celebrating diversity, and maintaining equality and fairness for all participants with regard to their color, race, religion, class, gender, age, ability, and political beliefs and to support participants to make their needs known.

CNVC and CT's strive to include participants and trainers from countries and groups that have been historically disenfranchised and promote economic accessibility for all to join CNVC events and resources.

We ask that trainers create spaces that are strong enough to hold many perspectives, needs, and honest expressions of every participant, including the cultural beliefs and practices that the people present have brought with them.

Essentially, we are aiming for containers that welcome freedom of expression, vulnerable sharing, and honoring and caring for everyone's vulnerability. If requests around confidentiality arise, we ask trainers to navigate this with participants in a way that encourages the formulation of requests and agreements that work for the situation and everyone present.

7. Conflict of Interest

CNVC defines a conflict of interest as a situation in which a person or organization is involved in multiple interests, financial or otherwise, and serving one interest could involve working against another, or have perceived or real personal gain or gain to a connected person.

Certified Trainers agree to disclose any contract or professional role that may impact their personal, professional, legal or financial interests, as well as any relationship that may compromise their objectivity, competence, or effectiveness in performing their duties as a CT. Furthermore, CTs agree to enter into an open and transparent discussion on how to manage any perceived or actual conflicts of interest.

8. Resolution of Conflicts and Disputes

We acknowledge that concerns, complaints, disagreements, and disputes may arise within the network, with participants or between CNVC and CTs concerning this agreement.

CTs, Board Members, and the Executive Director agree to address these issues with the people concerned in the first instance, and at the earliest opportunity, as an informal attempt to find an acceptable solution between the parties.

CTs, Board Members, and the Executive Director also agree that if any one of us are approached to resolve an issue we will engage to the best of our ability in finding resolution. This means that when it is needed, CTs, Board Members, and the Executive Director agree to seek support within the network from a person or conflict transformation group that is mutually acceptable to all parties involved. It is our hope that this approach will result in a resolution that is satisfactory to everyone involved.

If conflicts occur that are not resolved and are creating harm to CNVC, CTs, and/or Board Members, CNVC might temporarily suspend the trainer's active status until they are willing to engage in a conflict resolution process (or mediation) with those who are being impacted by their actions.

In the event that the parties cannot come to a resolution and a third party is needed, CNVC will engage an arbitrator from the [International Centre for Dispute Resolution \(https://www.icdr.org/arbitrator_selection\)](https://www.icdr.org/arbitrator_selection) and all parties agree to abide by the outcome of this process.

In the event that any controversy, claim, or dispute between the parties arising out of or related to the arbitration process or the Trainer Agreement which is not solved by any of the methods described above, the dispute will be understood and interpreted according to the laws and legal statutes of the State of Texas, Travis County, United States.

Because CNVC is registered in the United States, State of Texas, ultimately we are subject to their laws even though some Nonviolent Communication principles differ from the principles of these legal systems. Our hope is that using these systems is a last resort, and that we can use Nonviolent Communication principles to find a mutually satisfactory solution.

II. GRANTING CERTIFICATION

By signing this agreement, CTs agree to align their intentions and actions with the terms and conditions outlined in Section I above. In response, CNVC grants the CT the non-exclusive and non-assignable right to use the name, registered trademark and service mark, and training materials of CNVC.

1. Reservation of Rights

Except for the title of "CNVC Certified Trainer" or "Certified Trainer" specifically granted by this Agreement, CNVC reserves all rights in its name, registered trademark and service mark, and copyrighted training materials.

2. Goodwill of CNVC

It is expressly agreed by the parties that an important asset of CNVC is its goodwill and that it may become necessary for the CT to take action to protect that goodwill. If CNVC becomes aware of reasonable grounds to believe actions of the CT may cause damage to CNVC's goodwill, CNVC is free to take action to notify the CT of the injury, loss or harm and seek to solve the problem using the Nonviolent Communication process.

3. Term of Agreement

This Agreement is in effect until CNVC updates it. Each year on the Annual Trainer Survey, CNVC will ask each trainer to reaffirm that they are willing to act in alignment with this Trainer Agreement. An opportunity will be provided on the survey to give feedback or make suggestions for changes to future versions of this Agreement.

III. RELATIONSHIP OF THE PARTIES LIMITATION

It is understood and agreed by the parties that this Agreement does not create a partnership, joint venture, agency, employment, or fiduciary relationship of any kind between them, and nothing in this Agreement is intended to make either party a general or special agent, joint venturer, partner, or employee of the other for any purpose.

1. No Liability Legal and Financial Relationship between the parties

Certified Trainers are practitioners who are affiliated with CNVC through the Certification process. When CNVC designates people as CTs, the organization provides credibility and visibility to them as people who the organization trusts and recommends to the general public to share Nonviolent Communication.

Each trainer operates independently in their own business structures from a financial and legal standpoint. CNVC encourages trainers to establish business structures, acquire liability insurance when it is relevant, and use resources that support them in their work of sharing NVC in the world. However, CNVC does not currently provide these resources for CTs.

CNVC assumes no liability for any debt or obligation incurred, or warranty, guarantee, or representation given by the Certified Trainer in connection with the use of their status of Certified Trainer as described in this Agreement. CTs indemnify CNVC against all claims, liabilities, and costs arising from CNVC Certified Trainer malpractice or conduct which is not in harmony with the values of NVC or the contents of this agreement. In addition, CNVC recommends that CTs obtain professional liability insurance.

IV. NOTIFICATION OF BREACH OF AGREEMENT

CNVC may issue a Notification of Breach of Agreement if the organization has reasonable grounds to believe that the CT has taken actions that could damage the reputation of CNVC, or has taken actions which create liability issues for CNVC.

1. Method of Notification

The CT will be notified by email, using the email address provided by the CT to CNVC and will be asked to respond within 14 days. It is the responsibility of the CT to ensure that their email address is up to date in the CNVC database.

2. Process

When CNVC perceives that a CT has violated one or more terms of this agreement, one Board Member and the Executive Director will reach out to the CT to discuss the situation, explore solutions, and seek to make agreements that address the organization's concerns and also is consistent with the CT's needs.

If this does not lead to a mutually satisfying result, the next step is to initiate a restorative process to which the following parties are invited:

- CT who is perceived to have violated the Trainer Agreement
- Person who is perceiving the violation of the Trainer Agreement
- One or more Board Members
- Executive Director

- **Facilitator trained in Nonviolent Communication-based restorative practices or mediation and agreeable to all parties (if a person cannot be agreed upon by CNVC and the CT, the Programs Resource Circle will be asked to appoint a facilitator)**

If the CT who is perceived to have violated the Trainer Agreement is not willing to participate in the Restorative Circle, or if the Restorative Circle does not result in mutually agreeable outcome, CNVC will engage an arbitrator from the International Centre for Dispute Resolution (https://www.icdr.org/arbitrator_selection) and all parties agree to abide by the outcome of this process.

V. SUSPENSION OR REVOCATION OF CERTIFIED TRAINER STATUS

If procedures for addressing the issues as described above have failed, CNVC will notify the CT that their status as a Certified Trainer is suspended. Notification shall be by the method deemed to be the most likely to give actual notice to CT and will include email notification.

1. Duty of CT upon Notification of Suspension

Upon receiving notification from CNVC that this Agreement is suspended, the CT shall immediately cease to use any of the items in connection with the promotion or delivery of CT's training activities, including but not limited to the following:

- Use of the CNVC logo
- Claiming that they are a current CNVC Certified Trainer

2. Eligibility for restoration of Certified Trainer status after Suspension

The CT is not disqualified from consideration for a renewed agreement by CNVC in the future as a result of having been suspended, and the decision regarding the appropriateness of future status is fully within the discretion of CNVC and will be exercised in a manner consistent with the Mission and Code of Ethics of CNVC.

VI. OTHER PROVISIONS

1. Addresses for Notifications

Any notice required by this Agreement will be deemed to have been properly delivered to a party if sent by certified mail or electronic mail to the address of the respective party as set forth below.

2. Address of CNVC

Center for Nonviolent Communication
1401 Lavaca Street #873
Austin, Texas 78701-1634 United States
Email address: cnvc@cnvc.org

3. Support of CNVC

The CT agrees to make an annual financial contribution to CNVC in order to support the organization's subsistence, and to support CTs around the world by creating visibility of CTs and serving as a central hub for the global Nonviolent Communication network.

To support the organization's sustainability, CNVC requests an Annual Trainer Contribution in the amount of USD \$300 or more. If, due to personal, economic, or structural circumstances, a CT is unable to pay this amount, CNVC asks the CT to contribute an amount after considering the following factors:

- **Ability to pay:** How much financial resources do you have access to?
- **Desire to support CNVC:** How much would you like to give, to support the sharing of Nonviolent Communication in the world?
- **The value that you receive:** How is your life enriched by being associated with CNVC? In what ways does being a Certified Trainer help you share Nonviolent Communication in the world?

CNVC asks you to choose an amount that is a modest stretch for you, but that also allows you to maintain your sustainability and well being. Even if the amount that you will pay is \$0, we ask you to state on the Annual Trainer Survey the amount that you will contribute as a form of engagement and participation. Among other things, this gives CNVC important information about trainers to learn from.

The Annual Trainer Contribution supports the cost of the CNVC certification program and related activities, as well as maintaining the CNVC website, record-keeping, referrals, supporting access and community connection for Certified Trainers. Once you fill out the Annual Trainer Survey, you will receive instructions for how to make your Annual Trainer Contribution.

VI. OTHER PROVISIONS *(continued)*

4. Change in Certification Status

Certified Trainers may resign their role as a Certified Trainer at any time by informing the CNVC Certification Department in writing at certification@cnvc.org. A Trainer who has withdrawn and subsequently wishes to reinstate their Certified Trainer status agrees to contact the Certification Department and agree the steps to reinstatement before signing the Trainer Agreement.

5. Acknowledgement/Authorisation

I have read and understand the Mission Statement and Code of Ethics, as well as all other terms and conditions of this Agreement as set forth above. By my signature below, I acknowledge that a material element of the consideration for the grant of the status/title as CNVC Certified Trainer is my promise that I will use my best efforts to align my actions in relation to my activities as a CNVC Certified Trainer with the Mission and Code of Ethics of CNVC and that my failure to do so shall be considered a material breach of contract and grounds to suspend the certification granted.

I acknowledge that I have had the opportunity to consult with an attorney or any other legal advisor prior to signing.

This Agreement shall become effective only after the signing and delivery of this Agreement by each of the Parties and no other course of conduct, oral agreement or written memoranda shall bind the Parties with respect to the subject matter contained in this Agreement except this Agreement itself. This Agreement may be signed and delivered by way of electronic signature and delivery, which when delivered, shall function as the original.

Each individual signing this Agreement on behalf of a Party has been duly authorized and empowered to sign and deliver this Agreement.

6. CNVC

Center for Nonviolent Communication

By: Jeff Brown, Executive Director

03-March-2023

APPENDIX 1: BENEFITS PROVIDED BY CNVC TO TRAINERS IN ACCORDANCE WITH THE AGREEMENT:

1. CNVC performs the following functions that support CTs:

- Maintains the cnvc.org website
- Responds to general public enquiries
- Refers requests and business opportunities to CTs
- Maintains a virtual bookstore / online shop of Nonviolent Communication educational materials for sale (sales are fulfilled by other distributors)
- Creates and sponsors intensive trainings (IITs) and other CNVC-organized events
- Helps the public connect to Certified Trainers
- Provides administrative support for the certification program, including supporting candidates and assessors
- Offers administrative support when trainers are addressing conflicts.

2. Designation as a "CNVC Certified Trainer" including use of the names "CNVC" and "The Center for Nonviolent Communication" along with the CNVC logo and branding.

3. Attendance at trainings sponsored by CNVC such as International Intensive Trainings (IITs) without tuition charge or at discounted tuition charge may be available depending on CNVC resources to the extent there is space available. CNVC may at its discretion limit the number of places available. CTs are responsible for their travel, accommodation, and other costs.

APPENDIX 1: BENEFITS PROVIDED BY CNVC TO TRAINERS IN ACCORDANCE WITH THE AGREEMENT (continued):

4. Consideration to be part of IIT Trainer Teams subject to eligibility which includes being current with the annual renewal steps for CTs. IIT Trainers are contracted and paid by CNVC provided that the CT has completed and submitted the most recent Annual Trainer Survey and has made their Annual Trainer Contribution (see section VI 3 of this document)

5. Use of www.cnvc.org and specific functions dedicated to CNVC Certified Trainer support including:

- Post and promote profile information in a searchable database of trainers.
- Post and promote upcoming events in an online training schedule.
- Email CNVC supporters with agreed and approved content that includes notices of upcoming training, and promotion of Nonviolent Communication-related events.
- Access to the Certified Trainers Global Home, for sharing materials and curriculum, offering and receiving training advice and seeking support.

6. In addition, and in accordance with the bylaws adopted on 09-Aug-2020 (<https://drive.google.com/file/d/1kJFPNyTy1-y-nP7tQQezJOuFZd6eA37u/view?usp=sharing>) all Certified Trainers ("CTs") are automatically Members of CNVC. Each Member eligible for voting will have one vote on all matters put forward for voting. CTs will be eligible for voting when they comply with the requirements of the CNVC Trainer Agreement relevant for the year in question. The Member Voting Rights relate to:

- election of Board Members
- amendment of Bylaws
- decisions at a Special Purpose meeting.

7. After signing this agreement, Certified Trainers may legally use:

- The name "Center for Nonviolent Communication" or CNVC;
- The logo of the Center for Nonviolent Communication;
- Training Materials containing the name or logo of CNVC
- The title, "CNVC Certified Trainer," or, "Certified Trainer with CNVC"

APPENDIX 2: AGREEMENTS THAT CERTIFIED TRAINERS MAKE IN ACCORDANCE WITH THE AGREEMENT

In Accordance with the Agreement, Certified Trainers will:

1. Maintain the core values of the Nonviolent Communication process. Clearly distinguish Nonviolent Communication from other teachings, concepts, skills, methods or philosophies, even if they are consistent with Nonviolent Communication.

2. Support a consistent and clear connection with, and recognition of, CNVC.

- Exhibit presence in the international community by mentioning CNVC on any Nonviolent Communication media or materials you produce such as business cards, signatures, brochures, and websites.
- The signature "CNVC Certified Trainer" or equivalent translation.

3. Mutually support other members of the CNVC Certified Trainer community by:

- Sharing handouts and other training support materials with one another and with CNVC, with credit given to the original creator.
- Contacting Certified Trainers and Nonviolent Communication communities before you initiate in-person public Nonviolent Communication events in their region for potential collaboration, connection, and follow-up.
- Collaborating with other CTs in your region and coordinating events in new areas whenever feasible or possible.

APPENDIX 2: AGREEMENTS THAT CERTIFIED TRAINERS MAKE IN ACCORDANCE WITH THE AGREEMENT
(continued)

4. Support Ongoing Learning by:

- Requesting feedback from training participants.
- Offering feedback to your fellow Certified Trainers, CNVC Staff, and community members so everyone can grow in our understanding of the consciousness of Nonviolent Communication and in our skill to promote Nonviolent Communication awareness in the world.
- Working with and attending workshops of other Certified Trainers, and offering attendance to other CNVC Members without fee or at a reduced cost.
- Participating in a Nonviolent Communication community. We strongly encourage you to participate in existing Nonviolent Communication communities in your region and/or to form them when possible, in order to learn, grow, and collaborate with your colleagues.

5. Support CNVC’s mission by contributing to connection. For example, offer trainings or mediation skills to resolve conflicts, and facilitate connections with other Certified Trainers for additional support.

6. Consider supporting CNVC’s mission by making additional financial contributions if you have the financial means to do so. Financial or “in kind” contributions to CNVC or regional and local groups helps to promote the spread of Nonviolent Communication in the world. Aside from the agreed CNVC Certified Trainer contribution referred to in the section called ‘Support of CNVC’ we ask you to make additional contributions where it is given freely and allows you to maintain your financial sustainability.

APPENDIX 2: AGREEMENTS THAT CERTIFIED TRAINERS MAKE IN ACCORDANCE WITH THE AGREEMENT
(continued)

I agree to the terms and conditions described above to be a CNVC Certified Trainer starting with 03-March-2023, which will remain in effect until a new Trainer Agreement is created by CNVC.

*If you agree, please sign in the box below ↓

Use your mouse or finger to draw your signature

Note: This Trainer Agreement was revised by a Task Force that worked from October 2022 to February 2023 and was co-chaired by:

- Lorna Ritchie, Certified Trainer (Germany) - gfkberlin@t-online.de
- Jeff Brown, Executive Director (U.S.) - jeff@cnvc.org

