

HELLERWORK PRACTITIONER AGREEMENT

This Practitioner Agreement supersedes and nullifies any prior agreements, written or verbal, made between HWI and any individual and/or Practitioner. It may be amended as necessary with a majority vote of the Hellerwork International Board of Directors.

This agreement is between _____(herein after known as "Practitioner") as a graduate of the Hellerwork Training, and HELLERWORK INTERNATIONAL (hereinafter known as HWI), a non-profit public education, research, service, professional standards and certifying organization. As a grantor of the annual certification, HWI defines the terms and conditions under which an individual may be certified as a Hellerwork Practitioner.

HELLERWORK is an educational process dealing with the structure and the movement of the human body in the field of gravity and with the relationship to the body of the whole person.

HWI owns the name HELLERWORK, the proprietary body of knowledge that constitutes the curriculum taught in all the Hellerwork trainings, and all Hellerwork logos, copyright and service marks related to HELLERWORK. In addition, HWI is the sole certifying organisation, for Hellerwork Practitioners.

1. GRADUATION

After having completed the Hellerwork Practitioners Training program to the satisfaction of the HWI faculty, the Practitioner will be granted a diploma signifying successful completion of the Hellerwork training. This diploma may be displayed, and graduation from the Hellerwork training may be listed as a credential. This diploma does **NOT** entitle the graduate to use the designation "Certified Hellerwork Practitioner", the initials "CHP", nor any and all Hellerwork logos, literature and materials copyrighted or otherwise owned by HWI (e.g. Client Handbook, Hellerwork brochures), for his/her professional activities.

2. CERTIFICATION

The certificate requirements are:

1. Payment of the annual certification fee to the appropriate Regional Practitioner Association (hereinafter known as "RPA")
2. Completion and documentation of at least 36 hours of continuing education every two years.
3. Purchase and maintenance of professional liability insurance or your local equivalent. (If in doubt, check with your RPA)
4. Procurement of the appropriate country, state, province or city business and/or professional license(s).

These will constitute "Certification" as a Hellerwork Practitioner, subject to the terms and conditions stated within this Agreement.

When HWI is notified by the RPA that an individual has paid the annual certification fee, completed and documented the appropriate Continuing Education, and provided proof of Professional Liability Insurance coverage (and licensure, if required), the individual will then receive a dated "Certificate" granting status as a Practitioner in good standing. The Practitioner may then use the words "Certified Hellerwork Practitioner" and/or the initials "CHP" representing that status after their name in all printed or electronic media.

HELLERWORK PRACTITIONER AGREEMENT

Continued

2. CERTIFICATION - Continued

This certification grants to the Practitioner the right to practise HELLERWORK on the general public, the right to use the name "HELLERWORK", the proprietary body of knowledge, all Hellerwork logos and service marks, literature and materials copyrighted or otherwise owned by HWI for his/her professional activities and for no other purpose. This certificate does not include the right to teach HELLERWORK under any circumstances other than in classes sanctioned by HWI.

3. REGIONAL PRACTITIONER ASSOCIATIONS

Regional Practitioner Associations (RPAs) have a value in and of themselves. The purpose of the Association is to provide a sense of community and support, to uphold the integrity of HELLERWORK, to expand the sphere of influence of HELLERWORK, to advance its science, to provide continuing education workshops and classes, and to provide a forum for Practitioners to mentor, advise and support one another to their mutual benefit and the benefit of HELLERWORK.

Annual certification includes membership in an RPA, if available in the Practitioner's region. When an RPA does not exist in the Practitioner's region, the Practitioner shall affiliate with another RPA (chosen by the Practitioner). While membership is mandated, participation with the RPA activities is voluntary.

The RPA's are responsible for collecting the annual certification fees, the continuing education documentation, and proof of current Professional Liability Insurance coverage and licensure. They shall offer for sale supplies such as Client Handbooks and brochures, distribute newsletters and local information, provide an unbiased referral base, provide opportunities for promotional activities, provide a network for supporting and mentoring Practitioners, and provide Mediation and Resolution services as needed. The RPA's also provide a local governmental liaison when necessary, in conjunction with HWI.

Each RPA shall be formed as a registered association, with all appropriate governing structures. The structure shall include a Board of Directors with at least three members. Officers of the RPA shall include a President, Secretary and Treasurer and shall maintain a separate bank account solely for the RPA's financial business. Each RPA may choose to elect a member to represent the RPA on the Board of HWI.

4. ANNUAL CERTIFICATION FEE

The amount of the annual certification fee will be set by the HWI Board of Directors and can only be changed by majority vote of the Board of Directors of HWI, which must include a majority vote of the RPA representatives. This fee, payable annually to the RPA, is effective 1 January - 31 December, is not refundable, and may be prorated. If the fee is not received by the stated due date, a late fee, not to exceed US\$15, may be applied.

This fee includes membership in the RPA, entitles the Practitioner to order supplies from the RPA, to be listed in the HWI/RPA Resource Directory of Hellerwork Practitioners, to be listed on the HWI/RPA website, and to be eligible for referrals from the HWI/RPA central office.

HELLERWORK PRACTITIONER AGREEMENT

Continued

4. ANNUAL CERTIFICATION FEE - Continued

This fee also includes receipt of the HWI newsletter and a HWI Resource Directory. Each RPA will be responsible to provide HWI with updates for the HELLERWORK website and Directory, and to have a centralized way to provide referrals within their region.

5. CODE OF ETHICS

To maintain certification, the Practitioner will at all times maintain the standards of professional and ethical conduct outlined in the attached Code of Ethics (Attachment A) and Sexual Conduct Policy (Attachment B). Both of these documents shall be available for Client review, and the "Hellerwork Practitioner's Responsibilities to the Client" document, which will be provided by HWI, shall be posted where it can be easily read by Clients.

6. CONTINUING EDUCATION

For the continuing education report, HWI requires a minimum of 36 hours of professional continuing education instruction every two years.

HWI, through the appropriate RPA, will maintain a record of continuing education completed by each Practitioner, as reported to the RPA in written form, utilizing the continuing education form provided by HWI and returned to the RPA each year at the time the annual Certification fee is paid. Attendance at classes or training recommended by HWI is encouraged to meet this requirement. However, any course which can demonstrate direct application to the Practitioner's competency in anatomy, bodywork, psychology, movement education, or business skills which promotes effectiveness in the management of their practise, will be accepted.

The intention of this requirement is to maintain high standards of quality in the application of HELLERWORK. HWI encourages ongoing personal growth and the professional development of the Practitioner as new information and technology emerges which will empower them to be effective in all aspects of their work.

7. TERMINATION OF THIS AGREEMENT

If the Practitioner elects, in writing, to discontinue practising HELLERWORK, all rights and privileges related to being a Certified Hellerwork Practitioner will cease to be in effect. In that event, all HELLERWORK materials including the annual certificate shall be returned to the local or affiliate RPA. Refunds for costs of materials returned in good resalable condition, will be made to the Practitioner within thirty (30) days. There will be no refund of the certification fees paid to date.

If said Practitioner elects, in writing, to resume active practise of HELLERWORK, the Practitioner shall apply to HWI to be considered for eligibility for re-certification. The process for re-certification will be determined by the HWI Board of Education, a subcommittee of the HWI Board of Directors.

HELLERWORK PRACTITIONER AGREEMENT

Continued

7. TERMINATION OF THIS AGREEMENT - continued

Any violation of the Code of Ethics may be cause for de-certification. If HWI or its representatives discovers or is notified of such a violation, the Practitioner will be notified in writing, by Certified Mail, giving the Practitioner a maximum of thirty (30) days from receipt of such letter to respond to or remedy the situation, using the process and procedure outlined in the attached Procedure for Mediation and Resolution. (Attachment C).

If the condition(s) are not corrected or fulfilled to the satisfaction of HWI in accordance with the Mediation and Resolution Policy, HWI may immediately revoke the Certification of the Practitioner, require the Practitioner to stop representing him/herself as a Hellerwork Practitioner, and require that all Hellerwork materials be returned to HWI. Refunds for the cost of materials returned in good, resalable condition will be made to the Practitioner within thirty (30) days upon receipt of the materials by HWI.

8. DISPUTE RESOLUTION REGARDING THIS AGREEMENT

If a disagreement arises between the parties to this Agreement, the parties are required to negotiate in good faith with the assistance of a mutually agreed upon mediator. If a mutually acceptable resolution cannot be achieved, parties agree to continue negotiations with the assistance of an arbitrator. Should that process also prove unsuccessful, any party may submit the matter to the appropriate Superior Court of the region (county, state, province, territory, etc.) in which the office of HWI is located, for appointment to the Arbitration Calendar for binding arbitration, and that local law shall apply.

Since Hellerwork Practitioners are located around the world, appearances may be made via telephone, written or electronic correspondence, facsimile, or other appropriate media. However, the process must allow for involved parties to fully listen and participate in the communication with the hopes of reaching a mutually acceptable resolution.

By signing this Agreement, the Practitioner attests that they have read, understood, and agreed to abide by all terms and conditions outlined in this Agreement as well as the attached documents which include:

Attachment A - **Code of Ethics**

Attachment B - **Sexual Conduct Policy**

Attachment C - **Communicable Disease Policy**

Attachment D - **Procedure for Mediation and Resolution**

Practitioner's Initials

This Agreement is hereby executed on the _____ day of _____, 2_____

At _____
Print name below

By _____ Practitioner _____

This Agreement is hereby executed on the _____ day of _____, 2001

At Eureka, California

By _____ For HELLERWORK INTERNATIONAL (HWI)