



## **Nurtured Heart Approach® Fidelity Agreement**

**2020 - 2021**

As a Nurtured Heart Approach (NHA) Trainer, I agree:

### ***I. The Integrity of Nurtured Heart Approach***

- A) I may publicly teach and train NHA after I have successfully completed a Nurtured Heart Institute Certification Training Intensive (CTI), am a current member in the Trainer Network (TN), and am in good standing with NHI.
- B) I will hold in fidelity the intention, methods, language and graphic style of NHA.
- C) I will maintain NHA in its entirety.
  - 1. I will not take aspects of, language from, or concepts of NHA and “rename” or “repackage” them as my own system or approach. I will not modify, amend or deviate from NHA language and concepts. When I incorporate aspects of other approaches when teaching NHA, I will clearly delineate what is NHA and what is a separate approach. I will ensure that I will delineate where NHA begins and ends when teaching multiple approaches.
  - 2. I will not omit parts or sections of the NHA methodology. When offering time-limited presentations, I will inform my audience that they have not received the full NHA due to time constraints and I will offer ways to continue their studies through further training opportunities as well as the Nurtured Heart Institute website, books and courses.
- D) I can offer certificates of attendance and continuing education credits, but I will not offer any type of “certification” for students who participate in my NHA seminars.

### ***II. Cultural Diversity and Sensitivity***

- A) I recognize that NHA is taught throughout the world to many people of different color, race, ethnic background, gender, social class, language and other factors.
- B) I understand while there are differences among the NHA community, we are more alike than different.
- C) Nurtured Heart Institute is committed to confronting its own bias and values and building a more just and equitable place of learning. Nurtured Heart Institute recognizes the history of oppression that resulted in ongoing disparities for communities and that Nurtured Heart Institute has a unique ability to create positive systemic change.
- D) Nurtured Heart Institute recognizes that intention alone will not change things and all of us must be committed to transforming our own biases, values and opinions.
- E) As a Certified or Advanced NHA Trainer I acknowledge that my words, actions, and energy must reflect cultural sensitivity and respect for culture diversity at all times during the CTI and as an NHA trainer.

### **III. Copyright, Registered and Trademark Rules**

- A. I will comply with all federal and state copyright, registered and trademark laws in non-published work as follows:
  - 1. **Nurtured Heart Approach®** - The registered mark (®) must be used the first time the words "Nurtured Heart Approach" is used in the body copy. It is not necessary to repeat the mark after that.  
The "®" may be inserted in the most prominent use of the words as well, like the title of the document or headline of the article.
  - 2. **Inner Wealth®** and **Inner Wealth Initiative®** - The same guidelines apply as those for "Nurtured Heart Approach" noted above. You may not use the words "Inner Wealth" or "Inner Wealth Initiative" without first noting the ® symbol. You must also capitalize the words.
  - 3. **The 3 Stands™** - The trademark symbol (™) must be used the first time the words "The 3 Stands" is used in the body copy. It is not necessary to repeat the mark after that. It may be inserted in the most prominent use of the words as well, like the title of the document or headline of the article. The correct formatting is: The 3 Stands™
- B. In any published material , I will request permission from Nurtured Heart Institute through its Formal Review Process before publishing NHA terminology or techniques.
- C. I will not use the words "Nurtured Heart" or "Nurtured Heart Approach" in the name of my business, website or social media page. As long as my training certification is in good standing and I am a current member of the Trainer Network, I may use "Nurtured Heart" or "Nurtured Heart Approach" in the tag line or description of my business.

- D. I will not use the NHA logo, aspect of its design or exact colors to represent my own business or any published work. I will create a separate logo that will not create “brand confusion” between my business and the official NHA logo.
- E. I may use the Nurtured Heart Approach logo when I am promoting educational opportunities that are purely NHA in nature and never while also presenting any other methodologies.
- F. I will only use the Nurtured Heart Approach logo on any products (including but not limited to t-shirts, pens, calendars, magnets, etc) with the express written permission of Nurtured Heart Institute. Any NHA products for sale are governed by the financial terms of the Formal Review Agreement.
- G. When using NHA, I will properly credit Howard Glasser and the Nurtured Heart Institute when appropriate or requested to do so by the Nurtured Heart Institute.

#### **IV. *Audio and Visual Materials***

- A. I will only deliver NHA trainings as a live speaker (in person or online), except as specifically authorized here.
  - 1. I may create audio and visual promotions of my work of under ten (10) minutes in length, however, I will not teach the NHA techniques in those audio and visual promotions.
  - 2. I may record my presentations for my personal use or to forward to the Nurtured Heart Institute.
  - 3. When offering a live or online class using the NHA Visual Training Modules (VTMs), I may audio/video record the sessions. The recording can only be shared with a registered member of the class. The recording(s) shall be available to the participants during the term of the contract with the agency or organization. **Access to recordings must be removed within ten (10) days following termination of the contract.** Please use the Confidentiality Agreement Form to be signed by trainer and registered member. <http://bit.ly/ConfidentialAgreement>

Any student who is authorized to watch the recording must sign the above Confidentiality Agreement Form that the recording will not be electronically stored, shared with a third party or uploaded to the internet. I will retain this release in my files and send a copy to [info@nurturedheartinstitute.com](mailto:info@nurturedheartinstitute.com) .

#### **V. *Resource Materials***

- A. Visual Training Modules (VTMs)

1. I understand that I will exclusively use the VTMs for my NHA presentations.
  2. Each individual who is awarded the designation of NHA Certified or Advanced Trainer will be sent an email with a private registration link to purchase the Trainer Network, which is the home of the VTMs. Membership in the Trainer Network is for the term of the trainer's certification. I may customize my NHA teaching and training (including the creation of specialized trainings for "notching up" beyond the core components of the VTMs) by adding custom slides to the VTMs, developing my own experiential exercises, adding additional video clips, and creating my own handouts by following the *Trainer Network Terms and Conditions of Use Agreement* found within the Trainer Network. cursory review for Fidelity purposes may be required if integration of other approaches or theories will be used in the presentation. Changes to 10% or more of the VTM requires a review by Nurtured Heart Institute. Reviews must be submitted no less than twenty-one (21) days prior to the presentation.
- B. Handouts: Documents that will be used in presentations may not be posted on websites for public use/view. Only registered members of classes/workshops may have access to these copyrighted documents. All documents must be removed from the internet / cloud storage upon the conclusion of the training.

## **VI. *Miscellaneous***

All of the terms and conditions of the Nurtured Heart Institute Policies and Procedures which are attached hereto are incorporated herein as if fully set forth.

I agree to honor all of the terms and conditions in the NHA Fidelity Agreement and the Nurtured Heart Institute Policies and Procedures.

The terms and conditions in the NHA Fidelity Agreement and the Nurtured Heart Institute Policies and Procedures shall be governed and interpreted by the laws of the State of Arizona, USA, and all disputes arising therefrom shall be addressed within the venue forum and jurisdiction of Pima County, Arizona. The prevailing party shall have the right to collect from the other party its reasonable costs and attorney's fees incurred in enforcing this Agreement.

I have read the entire Nurtured Heart Approach Fidelity Agreement and Nurtured Heart Institute Policies and Procedures and agree to be bound by all of the terms and conditions therein and any future amendments or modifications thereto.

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Signature

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Printed Name

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Date

**NHI POLICIES AND PROCEDURES**  
**NHA Frequently Asked Questions**  
**October 2020**

**Q: What is Nurtured Heart Institute (NHI)?**

A: Nurtured Heart Institute is a not-for-profit 501c (3) educational organization whose purpose is to advance the work of NHA by providing the training, resources and structure necessary to enable parents, educators and treatment professionals to successfully implement NHA and to support the research and evaluation of NHA.

**Q: Why do I need to sign a Fidelity Agreement?**

A: Fidelity is paramount in effectively using the Nurtured Heart Approach®. Therefore, NHA methodologies must be consistent and reliable. This is essential to being considered for the sought-after distinction of “evidence-based” and for consideration of grant-based research. Fidelity also provides a consistent and reliable framework for NHA students and trainers

worldwide.

**Q: What are the different NHA Certifications?**

A: Currently there are two (2) designations for NHA Trainers:

a) NHA Certified Trainer (CT): any individual who has successfully completed the 5.5-day Certification Training Intensive (CTI) and has been awarded a certificate of completion by Nurtured Heart Institute; and b) NHA Advanced Trainer (AT): any individual who has successfully completed the 5.5-day CTI two (2) or more times and has been awarded a certificate of completion by Nurtured Heart Institute.

**Q: What are the benefits of becoming a NHA Trainer?**

A: Only NHA Trainers who are current members of the NHA Trainer Network (TN) and in good standing are eligible to publicly present, teach or train NHA. The only exception is those who are currently participating in the STAR Program.

Non-certified individuals may only share their enthusiasm for NHA and success stories. They may not: 1) Train staff members in their organization or members of other organizations to use NHA professionally within the organization; 2) Lead a parenting class; 3) Offer a public lecture or introduction to NHA; 4) Publicly market or advertise information about an NHA presentation facilitated by a non-NHA Trainer; and 5) Represent themselves in any way as a person who has expertise or professional competency in NHA.

**Q: How do I stay NHA certified?**

A: To maintain Certification as an NHA Trainer, an individual must complete a CTI every three (3) years. A lapse in certification will result in the loss of certification. In the event of a lapse, an individual is still continuously bound to uphold the terms and conditions of the NHA Fidelity Agreement and Nurtured Heart Institute Policies and Procedures.

B: If you are an international NHA Trainer, please contact NHI directly [info@nurturedheartinstitute.com](mailto:info@nurturedheartinstitute.com)

**Q: What must I do as an NHA Trainer?**

A: As an NHA Trainer, you have a responsibility to:

1. Comply with the Fidelity Agreement; and
2. Provide Nurtured Heart Institute with current contact information (by using the Contact Update Form available on the Nurtured Heart Institute Trainer Library); and
3. Read the NHA Trainer Update (sent via email periodically); and
4. Ensure that your email spam filter allows email from Nurtured Heart Institute by adding

[info@NurturedHeartInstitute.com](mailto:info@NurturedHeartInstitute.com) to your safe sender list; and

5. Not “opt-out” of any electronic emails sent by Nurtured Heart Institute; and
6. Pay with a credit card in your own name. Pursuant to federal regulations, **if I choose to pay for anything with a credit card, that credit card must be in my own name.** If I pay with a credit card in the name of another person the credit card processing system will overwrite my contact record in the Nurtured Heart Institute database with the credit card holder’s name, causing me to be eliminated from the system. Having a correct contact record in the Nurtured Heart Institute database is one of the criteria of Certification.

**Q: Are there any exceptions to the three (3) year recertification?**

A: Yes!

If you are an employee of an organization or community initiative that sponsored your attendance at the Certification Training Intensive (CTI), you do not have to recertify every three years, providing you and your organization follow these guidelines:

1. Your organization has registered with NHI for the STAR Program and has a staff member who serves as an official NHA Liaison and is an NHA Advanced Trainer.
2. Your NHA Liaison files an annual NHA Group Report with NHI verifying that you have met all of the Ongoing Training Requirements. These criteria are outlined on the following webpage: <http://www.nurturedheartinstitute.com>
3. Your organization follows all the rules regarding the STAR Program.
4. You only use NHA in the context of your organization. If you leave the organization or you perform any private consulting/training/speaking in NHA even while employed at your organization, you are responsible to abide by the criteria of independent NHA Trainers and recertify every three (3) years.

**Q: What should I do if I become aware of somebody who is not certified in NHA teaching publicly or committing another type of fidelity breach?**

A: If you become aware of such a circumstance in which someone may be in breach of fidelity, it is your responsibility as a Trainer to inform NHI. NHI will nurture that person’s greatness while supporting them to be in fidelity. Your name will be kept confidential in the process. Do not confront any person that you believe may not be in fidelity. Send an email to [info@nurturedheartinstitute.com](mailto:info@nurturedheartinstitute.com)

**Q: What is the difference between “non-published” and “published” work?**

A. “Non-published” work means all advertisements, handouts, brochures, websites and all non-commercial printed material. It is property “not-for-sale.”

“*Published*” work means work intended for sale, including but not limited to books, workbooks, DVDs, CDs, videotapes, audiotapes, and games.

**Q: What is the significance of copyright and trademark material?**

A: The Nurtured Heart Approach® is a federally registered trademark name and all information and material related to NHA is copyrighted to Howard Glasser and under the guardianship of NHI. Accordingly, it is imperative that every trainer follow the methods contained in The Fidelity Agreement in order to properly acknowledge these rights. This acknowledgement extends to the work of Howard Glasser and all other NHI-sanctioned NHA authors.

**Q: May I teach NHA and other modalities?**

A: NHI recognizes that NHA does not exist in a vacuum in practice. Schools and organizations regularly use NHA in conjunction with other programs and concepts. What is most important is When giving NHA training, you are *only* teaching NHA. If you are teaching multiple concepts in a workshop, ensure that you clearly delineate the point where NHA begins and ends. NHA Trainers may not teach parts of NHA and call it NHA, when in reality, NHA is only achieved through the balance of The 3 Stands™. It is critical that you clearly clarify the distinctions in methodologies and what is *not* NHA.

Also, do not associate NHA with any other healing modality, business or educational model or project that is not in alignment with NHA that you may have created or authored without prior approval from Nurtured Heart Institute.

**Q: What are VTMs?**

A: VTMs are part of the NHA Trainer Network which are designed to provide consistency in the NHA presentations given by Trainers. They further the goals in establishing consistent and reliable presentations which strengthen the collection of evidenced-based research. They are NHA-based PowerPoint presentations (for PC users), Keynote presentations (for Mac users), handouts, exercises and video clips.

The VTMs can be purchased from NHI once you have successfully completed a CTI. Upon completion of the CTI you will receive an invitation from NHI to join the Trainer Network. NHA Trainers must use VTMs when teaching or training.

**Q: What if I have already created visual training materials prior to the release of the VTMs?**

A: In the rare case that an NHA Trainer has created training materials prior to the release of the VTMs, they may submit those materials through the Formal Review Process for approval. Please allow six (6) weeks to complete the review process.

**Q: What if I want to create a “Training Program” that may become a new VTM for specific audiences?**

A: If you see the need for such materials and are interested in contributing your professional expertise at this level of curriculum development, contact NHI before commencing the project.

**Q: What if I want to create my own “Resource Materials” to hand out (i.e. not for sale)?**

A: These free handouts must be submitted for a no-fee review process (which is outlined in the Trainer Network) to ensure that the materials are consistent with the NHA language and graphic style. These documents must be submitted in a MS Word Document. NHI reserves the right to reformat these materials, if necessary. Please allow six (6) weeks to complete the review process.

If you are willing to share your resources free of charge to other NHA Trainers, with proper attribution to you, please indicate so in writing at the time of your submission for review.

**Q: What is the Formal Review Process?**

A: NHI offers a Formal Review Process for all works intended for *publication* and/or *sale*. Please refer to the NHA Trainer Library Page early in your creative process so you are aware of the program requirements.

The review is intended to support your purpose in publishing NHA in complete fidelity and in compliance with the copyright and trademark laws. Once approved, your work will be officially sanctioned as NHA material and may be advertised by NHI at its events and online at its bookstore.

**Q: What is the NHA Trainer Library?**

A: The NHA Trainer Library is a password protected resource webpage that is shared with each person who successfully completes the Certification Training Intensive. It is a repository of much of the information you will need to be in fidelity and resources that will support you on an administrative level (whereas the Trainer Network will support you with training resources).

**Please consult the Trainer Library web page before requesting support**, as this page has been designed to provide you with many of the resources you will require--.

**Q. Who do I contact if I need additional support?**

A: For support registering for any NHI event or training, billing issues, group registrations, continuing education, please contact the Registrar at:

[Registrar.CSF@gmail.com](mailto:Registrar.CSF@gmail.com)

For support regarding general customer service, training concerns and public relations, contact [nha@childrenssuccessfoundation.com](mailto:nha@childrenssuccessfoundation.com)

For support regarding fidelity, Formal Review, the STAR Program, NHA Endorsed Organization, or Sponsoring a CTI in your community, contact the NHI Executive Director at:

[ExecutiveDirector.CSF@gmail.com](mailto:ExecutiveDirector.CSF@gmail.com)

### **Accountability**

Certified status as a Nurtured Heart Approach Trainer is an indicator that an individual has completed a combination of defined education and experience. However, certification is not a guarantee or assurance of the competence or ability of any particular individual.

NHI does not warrant that the status granted as a NHA Trainer certifies a candidate's competence or ability to advise individuals or clients using NHA. Furthermore, nothing about this certification is intended to replace, override, or conflict with licensing requirements for professionals.

Every individual while their certification is in good standing, or lapsed, is bound to uphold the terms and conditions in the Policies and Procedures and The Fidelity Agreement.

The Fidelity Agreement and the Policies and Procedures are subject to revisions. NHI reserves the right to require that all NHA Trainers sign an updated copy to remain in good standing, upon request. In addition, by signing The Fidelity Agreement, all NHA Trainers are subject to the most current version of the Fidelity Agreement (even if you have signed an older version) which can be found online at: <https://www.childrenssuccessfoundation.com/library/nha-fidelity-agreement>

In the event of violation of The Fidelity Agreement or the Policies and Procedures, the NHI Ethics Committee shall review the facts and circumstances surrounding the alleged violation. If the Committee, at its sole discretion, finds that the actions were in violation of the terms and conditions or the spirit of The Fidelity Agreement or the Policies and Procedures, remedies may be requested and/or the designation as "Nurtured Heart Approach Trainer" may be revoked, and any necessary legal action may be taken by NHI or Howard Glasser.

This Agreement shall be governed and interpreted by the laws of the State of Arizona, USA, and all disputes arising from The Fidelity Agreement or the Policies and Procedure shall be addressed within the venue forum and jurisdiction of Pima County, Arizona. The prevailing party shall have the right to collect from the other party its reasonable costs and attorneys' fees incurred in enforcing this Agreement.