



## **SOAR Global Institute Advanced Practitioner Agreement**

This SOAR Global Institute Advanced Practitioner Agreement for SOAR Advanced Practitioner Certification (the "Agreement") is entered into between SOAR Global Institute, a Florida based company with its principal place of business at 5950 Lakehurst Dr. Suite 221, Orlando, FL 32819 ("SOAR Global Institute") and \_\_\_\_\_ as "Advanced Practitioner" and/or "Organization".

**SOAR Advanced Practitioner Certification** is obtained only upon satisfactory completion of the following requirement:

1. Attend an entire SOAR Communication Profile & Human Development Tools Certification Course conducted by a SOAR Communication Profile & Human Development Tools Master Trainer(s).

Upon completion of the above requirements, the Practitioner will receive a Certificate and a SOAR Identification Card, upon which he/she will be considered a "Certified Advanced Practitioner SOAR".

The Practitioner may request a duplicate copy of the certificate for \$50.00 US Dollars and identification card for \$25.00 US Dollars, excluding shipping costs which shall be the responsibility of the Practitioner.

**SOAR Master Practitioner Certification** is obtained at the option of SOAR Global Institute only upon satisfactory completion of the following requirements:

1. An active status as a *Certified SOAR Advanced Practitioner*
2. Conduct at least 100 full SOAR Communication Profile and/or Human Development Tools with minimum of six (6) months after attending the SOAR Advanced Practitioner Certification event.
3. Refer two (2) more persons to attend future SOAR Advanced Practitioner Certification events.
4. Actively Participate in other SOAR Global Institute activities, training, meetings or continuous education courses.

If the SOAR Advanced Practitioner has previously attended any SOAR Communication Profile presentation, marketing presentation, partial or full academic course, he or she must take or repeat the full SOAR Advanced Certification Program and satisfactorily accomplish all the certification requirements.

### **Transferability of Certification:**

In the event that the SOAR Advanced Practitioner status is terminated as part of a partial or mutual consent, this Agreement will become void. The former SOAR Advanced Practitioner may re-certify and recover his active status by signing a new SOAR Global Institute Agreement and can be subject to take any additional training in order to update his/her knowledge and/or demonstrate his/her competency through simulated practice and sessions.

The SOAR Advanced Practitioner may retain the SOAR Advanced Practitioner Training Manual. The SOAR Advanced Practitioner Training Manual may only be used by the SOAR Advanced Practitioner.

This Agreement does not transfer any ownership, or right to retain, beyond the term of this Agreement, any materials provided to SOAR Advanced Practitioner as part of SOAR Advanced Practitioner's Certification Programs or in connection with any SOAR Human Development Tools information or content.

### **Use of Copyrighted Intellectual Property**

1. The "SOAR Advanced Certification" is the training provided by SOAR Global Institute and its Master Trainers, including the words, images, design, and video segments contained therein using the SOAR Communication Profile & Human Development Tools materials. The SOAR Advanced Certification and all intellectual property and proprietary rights of any kind associated therewith, arising there from, and relating thereto, are the sole property of Dr. Anthony B. Portigliatti / SOAR Human Development Tools / SOAR Global Institute.
2. SOAR Advanced Practitioners, SOAR Master Practitioners, and Trainers are not allowed to change and/or modify the content or omit any part of the survey process under any circumstance. All the certified practitioners and trainers are obligated to respect the wholeness and integrity of the Profiles and Tools and their processes.
3. Any modifications to SOAR Advanced Certification and SOAR Human Development Tools content and/or any related materials must receive written approval from SOAR Global Institute. Any such modifications will be the sole and exclusive property of Dr. Anthony B. Portigliatti and SOAR Global Institute.
4. SOAR Advanced Practitioners, SOAR Master Practitioners and Trainers are not allowed to use SOAR Communication Profile for diagnostic / clinical purposes, or to manipulate or cohort other persons in order to gain any personal interest or use it for any other purposes not stated in the certification or procedure manuals.
5. SOAR Communication Profile & Human Development Tools Advanced Practitioners are allowed to present, administer and interpret SOAR Communication Profile. All the permits and usage of all the others SOAR Human Development Tools are part of the SOAR Master Level Certification status. In case, the SOAR Advanced Practitioner is managing a group or client that needs additional Human Development Tools not included in the Advanced Level, the practitioner is allowed to offer the tools / service proposal with the imperative conditions that need to include a SOAR Master Practitioner or Trainer to conduct that part of the project.
6. **Training Materials:** Each SOAR Advanced Practitioner must possess an original copy of the SOAR Communication Profile & Human Development Tools Advanced Practitioner Manual.
7. SOAR Advanced Practitioners, SOAR Master Practitioners and/or SOAR Trainers shall not falsely represent or misuse any intellectual property, material or false promotion on behalf of SOAR Global

Institute or any of its administrative representatives. Any fault or discrepancy on this subject may be litigated.

8. **Profile Licenses:** All the profile licenses, documents and materials related to SOAR Communication Profiles and Human Development Tools Manual need to be purchased directly from SOAR Global Institute at the special discount rate offered to our Certified Advanced Practitioners, Master Practitioners and Trainers.
9. **Course Materials:** Each person attending a certification program or course about SOAR of any length using the SOAR Communication Profile & Human Development Tools receives a full manual about SOAR Communication Profile & Human Development Tools. This manual consists of a presentation or course designed to teach the content of SOAR Communication Profile & Human Development Tools, regardless of length, and is not marketing presentation. These manuals may not be copied, duplicated, or re-used for any commercial or distribution purposes.

**Marketing Presentations:** SOAR Global Institute is eager to support the SOAR Advanced Practitioner with marketing resources. Please contact your SOAR Global Institute representative for recommendations and resources authorized for this type of use.

1. Presentations may be conducted, subject to the following conditions (for needs outside of these parameters, please contact SOAR Global Institute Marketing Representative for special permission):
  - a. Promotion of SOAR Communication Profile & Human Development Tools Training within your Organization and/or Clients. Specific content or lessons related to the SOAR should only be taught in a formal training session and not in a marketing presentation.
  - b. Any use of SOAR Communication Profile and/or SOAR Human Development Tools or any related materials or proprietary information outside of the parameters set forth in this Agreement will be considered a violation of copyright law and may be litigated.
  - c. Any reference to this SOAR Advanced Certification made by Advanced Practitioners in presentations, speeches, promotions, or any other use is governed by the SOAR Global Institute.

SOAR Global Institute can contact the SOAR Advanced Practitioner for the purpose of Personal and Professional Development and to obtain feedback for SOAR Global Institute and/or SOAR Human Development Tools.

This Agreement has the sole intention of recognizing the validity of the certification accomplished by the participant and does not establish any employment or contractual obligation not specified within this Agreement between SOAR Global Institute and the participant.

Failure to comply with this Agreement upon signing or any time thereafter may result in the revocation of the SOAR Advanced Practitioner's Certification.

SOAR Global Institute can modify, amended or terminated any terms of this Agreement may be amended or terminated by SOAR Global Institute, for any reason or no reason, at any time by providing the SOAR Advanced Practitioner with 30 days written notice.

SOAR Advanced Practitioners, SOAR Master Practitioners, and Trainers defend and hold harmless SOAR Global Institute, its owners, affiliates, officers, members, partners, employees, agents and representatives from and against any and all third party claims, liabilities, costs and expenses, including reasonable attorney's fees and expenses, resulting from: (i) their breach of any part of this Agreement, any representations and warranties contained in this

Agreement; (ii) their use of any copyrighted information (iii) and any other misrepresentations made to any other third party.

This Agreement, and all claims or issues regarding this Agreement, shall be governed according to the laws of the State of Florida in the United States of America. Except as otherwise required by law, any legal action concerning this Agreement must be brought to mediation within six (6) months after the claim or cause of action arises and must be brought in the location of SOAR Global Institute's principal place of business. You hereby waive any argument that any such court does not have jurisdiction over you or such dispute or that venue in any such court is not appropriate or convenient.

If any part of this Agreement is deemed invalid or unenforceable according to applicable law, the remainder of this Agreement shall continue in effect. SOAR Global Institute's failure to insist upon strict enforcement of any provision of this Agreement shall not be construed as a waiver of any provision or right.

## **SOAR Global Institute Advanced Practitioner Agreement**

### **Personal Information**

Organization (If apply) \_\_\_\_\_  
Title / Rank / Position \_\_\_\_\_  
Business Address \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
City / State / ZIP \_\_\_\_\_  
Phone \_\_\_\_\_  
Phone 2 (If apply) \_\_\_\_\_  
E-mail Address \_\_\_\_\_  
E-mail Address (If apply) \_\_\_\_\_  
Website \_\_\_\_\_

**I acknowledge that this Agreement has been explained to me by SOAR Global Institute, and that I understand and accept its terms.**

Name of SOAR Advanced Practitioner (Please Print) \_\_\_\_\_  
Signature of SOAR Advanced Practitioner \_\_\_\_\_  
Signature Date \_\_\_\_\_

### **For SOAR Global Institute Official Use**

#### **Training Location**

City: \_\_\_\_\_  
State: \_\_\_\_\_  
Country: \_\_\_\_\_

Trainer(s) Name: Dr. Anthony B. Portigliatti  
Dr. Benny Rodriguez  
Dr. Stefano Portigliatti

\_\_\_\_\_  
Dr. Anthony B. Portigliatti  
President - SOAR Global Institute

\_\_\_\_\_  
Date