

# Agreement for DNA Practitioner Certification Level 1

(Effective 1 June 2006)

This Agreement is between Oughten House Foundation, Inc., a non-profit, tax exempt corporation including: its copyright owners, sub-contractors, affiliates, and licensees, with offices at Box 74, Binghamton, NY 13903 USA (herein after known as the **Foundation**) and

whose office is located at \_\_\_\_\_ (herein after known as the **Practitioner**).

## Whereby,

The Practitioner understands that Program is the property and product of the Foundation and must abide by the codes and procedures set forth by the Foundation.

The business relationship set forth herein constitutes the understanding that the Foundation acknowledges your competencies as a Certified DNA Level 1 Practitioner, as stipulated herein, will stand firmly behind you, and will continue to augment your Practitioner competencies as resources permit.

The Practitioner thoroughly understands that a flat 10 percent royalty be paid in a timely manner to the Foundation for all activations and seminars that the Certified Practitioner renders. The Practitioner also understands that an appropriate fee be charged to the client and/or training participant to mutually satisfy both Practitioner and the Foundation.

It is agreed and understood that the Oughten House Foundation's Mission embraces the concept of the "Genetic Grid"—a worldwide endeavor to disseminate and provide very unique DNA Activations to all interested people.

## As a Certified DNA Practitioner I agree to:

1. Work as an Independent Representative (non-employee) of Oughten House Foundation, Inc.; maintain required legal state, federal, and provincial licensing and tax responsibilities.
2. Uphold the Codes of Ethics, Professional Standards, and principles of the Foundation.
3. Adhere to the criteria set forth in the Details of DNA Certification Program Overview and all certification related documents within the Pre-Certification Package.
4. Maintain an "ACTIVE" status which implies activating at least five people and generating at least \$50.00 USD of business from all sources, for the Foundation every 90 days (a fiscal quarter).
5. Purchase Practitioner Manuals for DNA Activations and Seminars from the Foundation.
6. To serve, coach, and assist in the activation and healing of new and existing clients based on the LEVEL ONE of Certification as follows: --perform First & Second DNA Activations plus Introductory Seminars and Small Groups with a maximum of five (5) people.
7. Perform DNA Activations only with individuals and in small gatherings (maximum of 5 people). Agree not to train, facilitate, or perform in larger groups of more than 5 people, which then becomes the role of a Certified DNA Facilitator.
8. Earn 35% commission income from selling the Foundation's *Products* and 10% on *initial* referral commissions on *Services* provided by affiliates of the Foundation. This does not include "Hosting."
9. Earn income and charge a *reasonable fee* for Practitioner Services rendered to clients including: coaching, performing DNA Activations and DNA Seminars.
10. Encourage *potential* clients to purchase and use the DNA book, DNA Activation Kits, articles, and research documents that you have on inventory or from OHI's website.
11. Abstain from being competitive with other Foundation practitioners, products and services.
12. To generate signed testimonials and copy such to the Foundation.
13. Keep accurate records of any work performed on behalf and/or associated with the Foundation.
14. Award "DNA Activation Medal" for each level of DNA Activation properly performed.
15. *Introductory Seminar* Packets and Medals, which include Corporate seal, are purchased from the Foundation at \$2.00 USD each per each person.
16. Forward mailing addresses and occupation of clients activated in order to develop a "confidential" worldwide database (i.e., "client documentation"), or as otherwise negotiated.

17. Help propagate and market the expansion of the Foundations' "Genetic Grid" mission, educational programs, and future material including the 5<sup>th</sup> DNA and subsequent Activations.
18. All retail Program materials shall be ordered from the Foundation, unless otherwise arranged. The Foundation will sell all educational products at a distributor wholesale discount of 35% to the Practitioner. Vendor products discounts varies, and usually are discounted around 20 percent.
19. Practitioner shall reference, market and sell the products and services of the Foundation under the trade names, trademarks, and logos of the Foundation. Practitioner agrees not to reproduce any of the Foundation's Products unless written permission is granted.
20. Practitioner will report any changes suggested and keep current any information that pertains to the Foundation. No new or alternative generated information or materials related to the Program shall be used unless approved by the Foundation.

**Oughten House Foundation, Inc., agrees to:**

1. Post Practitioner's personal contact data on the OHi Website.
2. Provide local leads, referrals, and support Practitioner within his/her local community.
3. Provide business development opportunities as available.
4. Advertise Practitioner at National and International Conferences.
5. Provide generic marketing and educational materials
6. Research and disseminate new materials as available.
7. Provide technical support about the Program and Client Support
8. Promote and expand the Educational Programs and DNA Healing Project worldwide.
9. Develop new educational programs and venues to further your competencies.
10. Provide professional resources as available.

**Common Concerns:**

1. Practitioner warrants and indemnifies *Foundation* of all encumbrances, judgments, liabilities, litigation's, which the Practitioner has been or involved in or may be subject to in the future.
2. Foundation warrants and indemnifies *Practitioner* of all encumbrances, judgments, liabilities, litigation's, which the Foundation has been involved in or may be subject to in the future.
3. The Foundation has the right to audit and monitor its programs without notice at its own expense.
4. Termination by either party provided a 15-day written notice is given. The Practitioner fully understands that in the event of termination or non-renewing annual certification, then the Practitioner will completely cease in the capacity of the Certified DNA Practitioner of the Foundation.
5. It is understood that any violation of the terms of this Agreement may be just cause for my immediate termination as a Certified DNA Practitioner by the Foundation, and is fully aware of the legal consequences of such a violation, including legal, attorney, and court fees.
6. The Program Certification Fee of \$300.<sup>00</sup> USD includes initial Level (1) training, training materials, examination processes, e-mail correspondence, instructor participation, and 10 hours of Senior Instructor Coaching.
7. DNA Practitioner Certification requires annual renewal, additional in-service training requirements, and a reasonable renewable fee of \$50.<sup>00</sup> USD. Certification and renewal fees are non-refundable.
8. This agreement shall be construed and enforced according to the laws of the State of New York, in the United States of America. This agreement can only be modified in writing and acceptance by both parties.
9. The Practitioner has read and fully understands all the above content items of this Agreement, and is prepared to sign below...

Date \_\_\_\_\_

Name: \_\_\_\_\_  
(Print)

By \_\_\_\_\_  
(Candidate's Signature)

Date \_\_\_\_\_

Approved By \_\_\_\_\_  
(Oughten House Foundation, Inc.)