

The ToP Trainer's Journey

“Learning this technology of participation and internalizing its intrinsic values of honor, respect, and compassion is an effective means of leadership development for a multicultural America. In a single process, individuals and groups can find their own self-defined center and see a new paradigm of their intra- and inter-group relationships. The process humbles and empowers. The process liberates the individuals of the group and strengthens the group. Apparent contradictions are resolved not by conflict but through the revelation of higher principle. Perceived inefficiency of consensus gives way to effectiveness of unity. The group moves not to its lowest common denominator as is often expected, but rises to its higher common values. The group is not pulled by a single dominating leader but is pushed by its members who take individual responsibility for leadership and followship. Each person contributes and each benefits in each other's processes of being and becoming.”

-- David Lester, CEO, Council of Energy Resource Tribes

Core Curriculum for ToP Trainers

Technology of Participation (ToP)® Courses have evolved since 1986 and presently include the following:

- ToP Facilitation Methods (TFM)
- ToP Strategic Planning (TSP)
- ToP Secrets of Implementation (TSI)
- Facilitating Conciliation (FC)
- Facilitation Graphics (FG)
- Mastering the Technology of Participation (MToP)
- Application Design Lab (ADL)

Levels of Trainer Status

- Apprentice Trainer (AT)
- Qualified Trainer (QT)
- Mentor Trainer (MT)
- Internal Trainer (IT)
- Participant Observer (PO)

ICA Policy Statements for Top Training

The following policies apply to all courses delivered in the ToP Series:

- A. A team of a minimum of two Licensed ToP Trainers shall conduct each course.
- B. The training team may consist of two Qualified ToP Trainers, a Mentor and a Qualified ToP Trainer, or a Mentor and an Apprentice ToP Trainer. Apprentice ToP Trainers may also act as Participant Observers (P. O.) on any of the teams.
- C. When a Course enrollment exceeds twenty participants, one additional trainer will be employed for each additional ten participants.
- D. Experience with the training model indicates it is less effective with fewer than eight participants. Occasionally it may be necessary, for marketing reasons, to offer the training for a smaller group.
- E. When a Course has ten or fewer participants it may be taught by one Mentor ToP Trainer, however, this is to be a rare exception, not a common practice.
- F. Any unauthorized audio or video taping of ToP Courses by participants is prohibited.
- G. All Licensed ToP Trainers shall pay a seat fee for each Course they train to ICA for use of the copyright materials. Revenue from seat fees is used for the support of Licensed ToP Trainers and ToP Courses, less 15% to ICA for indirect costs.

Steps on the ToP Trainer Journey

Steps to Becoming an Apprentice Trainer (AT)

- 1) Complete one TFM (ToP Facilitation Methods) as a full participant
- 2) Select a local Mentor Trainer (MT) to work with you
- 3) Have an initial meeting with the Mentor to discuss intentions and commitment level; set expectations; set specific and measurable goals for both the Mentor and Apprentice Trainer
- 4) Mentor notifies ICA-USA of status of new Apprentice Trainer and of their relationship
- 5) Apprentice Trainer registers with ICA-USA (Chicago) – includes completing and signing the ICA Trainer's License Agreement (obtaining Mentor's initials) and sending it with the \$200 fee to ICA-USA. The initial fee includes the first year's Trainer's License & Support Fee and a copy of the TFM Trainer's Manual

Requirements to Becoming a Qualified Trainer – the Qualification Journey

- 1) Complete one TFM (ToP Facilitation Methods) as Participant Observer (PO)
- 2) Complete ToP Strategic Planning (TSP) as a full participant
- 3) Complete ToP Secrets of Implementation (TSI) or other advanced course
- 4) Complete the requirements and become a Certified ToP Facilitator (CTF). Certification requirements are outlined in Certification Guide on the ICA-USA website:
<http://www.ica-usa.org>
- 5) Teaching each portion of the ToP Facilitation Methods (TFM) course successfully under tutelage of a Mentor Trainer(s)

Note: Most apprentice trainers, to achieve mastery of the material, teach each portion of the TFM at least once in 4 to 6 courses. The minimum number of TFMs an apprentice can teach is 2, if the apprentice trainer (AT) is carrying the full 50/50 responsibility (See 13 below). Generally, the Apprentice Trainer will begin by teaching one or two sections of the course and then gradually build to taking half the teaching load, completing all sections of the training course

- 6) Participate twice as full faculty for the course, each of two trainers teaching 50% of the course to ensure that the Apprentice can carry a full teaching load on a two-person trainer team
- 7) When applicable set up and administer 2 Top Facilitation Methods courses – recruiting, logistics, administration, registration, finances. In some situations where some of these functions are not possible, the Apprentice Trainer is still expected to recruit participants for the course
- 8) Use ToP facilitation methods in a “real world” situation with a Mentor or Qualified trainer as co-facilitator who evaluates process skills applied in the experience
- 9) Actively use methods in facilitating meetings and events. Mentor sees at least one situation facilitated by Apprentice Trainer and sees a completed design of at least one other session designed by Apprentice Trainer

A Qualified Trainer (QT) is a ToP Trainer who has met all training requirements of the Qualification Journey outlined above and....

- 1) Can play the role of Lead Trainer, demonstrating ToP Trainer competencies
- 2) Is consciously connected to the ICA ToP Network as a way of mastering skills in interaction with colleagues
- 3) Is committed to ongoing course development and refinement

A Mentor Trainer (MT) is a Qualified Trainer (QT) who....

- 1) Has conducted the ToP Facilitation Methods (TFM) course at least 10 times as a Qualified Trainer
- 2) Is willing to provide training and coaching for Apprentice Trainers. Commits to the success of the Apprentice Trainers
 - a. Provides honest and helpful feedback to Apprentice Trainer
 - b. Commits to prep sessions, scripting and outlining of training section, and debrief of course upon completion
 - c. Debrief and analysis include measuring with participant feedback and Apprentice Trainer and Mentor Trainer objectives
 - d. Commits to consistent procedures and scripting
 - e. Exhibits compassion and patience and concern for quality
 - f. Has appreciation for learning style of the Apprentice Trainer
 - g. Keeps records of Apprentice Trainer actions
- 3) Assists in the development of curriculum and advanced training modules

An Internal Trainer (IT) (sometimes called an In-House Trainer) is one who...

- 1) Has made special arrangements, which can only be made with ICA-USA, to offer Technology of Participation (ToP)® courses within a specific organization
- 2) Organizations with in-house trainers need to sign an agreement specifying policies governing the use of ICA training materials and financial remuneration to ICA
- 3) The steps to becoming a Qualified Trainer or Mentor Trainer for someone working internal to an organization would be the same as those listed above

ToP Trainer's Role and Responsibilities

Preparing for a Course and Site Prep

- Reserve and secure appropriate site
- Plan and procure food per trainers' instructions
- Prepare course logistics to be sent to participants prior to course start date (see example)
- Prepare hospitality notes and make sufficient number copies (see example)
- Know what equipment is available on site: video, copy machine, telephones, and fax. If not available, make arrangements or locate nearby facilities that can be used.
- Make sure room cleaning and trash removal have been arranged.
- Provide support to trainers regarding course procedures (see examples)
- Prepare participant table tents (see Table Tent Template)
- Gather necessary materials and supplies (see Materials and Supplies list)

Day One of the Course

- Set up registration table to greet participants
- Check participants in and verify method/responsibility for course payment if not pre-paid
- Hand out manuals, name tags, hospitality notes, and table tents
- Have participants check the information on the participant list for corrections or additional information. Update the list accordingly and make copies for course participants.
- Orient participants to course room, restroom facilities, and water fountains/drink machines.
- Prepare Course Completion Certificates to be handed out at the end of the course (see sample certificate – email form available)

Course Prep Check-list - Sample

COURSE PREP: 2-day course			
DAY 1			
Activity	By Whom	By When	Done
Manuals			
Overview Flips (prepare fresh ones)			
Handouts			
Folders for handouts			
Sticky Wall			
Half Sheets			
Good Markers			
Toys			
Small post-its (1x1/5 & 3/5)			
Flip chart easel/s			
Flip Chart pad (1 or 2 new)			
Themes / topics for demo workshop, action plan & ORID conversations			
Video/TV/VCR or alternative			
Info Table w/Book samples			
Resource List, Facilitator's Kits, Sticky Walls and Price Lists			
Name tags, table tents (both)			
Décor			
Refreshments			
Other			

FLIP CHARTS FOR DAY 1:

1. Expectations/Personal Objectives
2. Field of Facilitation Overview
3. This course 2-days
4. Leadership (hierarchical vs. facilitative)
5. Foundational Values
6. Cautions/Myths
7. The Today Show – Day 1
8. Walk through Consensus Workshop (2 flips)
9. Hints/Clues for Focused Conversation (plus all wall images on 8 ½ x 11 card stock)

COURSE PREP: 2-day course			
Day 2			
Activity	By Whom	By When	Done
More ½ Sheets & quarter sheets			
Action Plan layout on flip chart			
Trainer Feedback sheets			
Handouts <ul style="list-style-type: none"> • Focus Questions - 2 pages • Participant list • Certificates • ICA-USA / ToP Network / IAF / Facilitator's Exchange • Advanced course bookmarks • Demo workshop typed up 			
Upcoming events			

FLIP CHARTS FOR DAY 2:

1. The Today Show – Day 2
 2. Detailed Consensus Practice agenda
 3. Action Plan Layout
 4. Walk through Action Plan Steps (1/2 flip charts) plus instruction flip
 5. Instructions for Consensus Workshop practice
- Timing for Consensus Workshop practice (if doesn't fit on #4 above)

PARTICULARS OF THIS COURSE	
<ul style="list-style-type: none"> ▪ _____ ▪ _____ ▪ _____ 	

Materials and Supplies List

<p>Room Setup</p> <ul style="list-style-type: none">· Sticky Wall· Adhesive Spray· Push Pins· Toys· Markers and table baskets· Name Tags· Table Tents· Blue Painter's Tape <p>Facilitation Materials</p> <ul style="list-style-type: none">· Half Sheets, light colors and white· Half/Quarter Sheets - bold colors· Full Sheets· Red and Green Consensus Sheets· Post-it Notes, various sizes· Flip Chart(s) and easel(s)· Clear Packing Tape· Colored Dots· Table Clock and/or Wall Clock· Timer <p>Program Materials</p> <ul style="list-style-type: none">· Participant Manuals· Trainer's Manual(s)· Handouts and Folders for them· Prepared Flip Chart Pages· Certificates of Completion <p>Other</p> <hr/> <hr/> <hr/>	<p>Miscellaneous Supplies</p> <ul style="list-style-type: none">· Notebook Paper· White-out· Scissors· Stapler and extra staples· Staple Puller· Scotch Tape· Three-Hole Punch· Rubber bands· Paper Clips, Binder Clips· Pencils, Pens· Ruler· Zip Lock Baggies (large and small) <p>Extras</p> <ul style="list-style-type: none">· Boom Box and CDs· Marketing Materials / ICA-Denver· Camera· Books for Sale· Invoice and Client Paper Work <p>Hospitality Supplies</p> <ul style="list-style-type: none">· Water pitcher, Food, Snacks, Coffee· Tea and water heater· Cream, Sugar, Splenda, Salt, Pepper· Tissue / Napkins / Paper towels· Cups/ Plates / Plastic-ware· Hand Lotion· Wash Cloth for cleaning the tables· Table Cloths· Décor
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Technology of Participation (ToP)[®] ToP Facilitation Methods (TFM) Training

Offered by _____ (Registrar/Trainers)
Course Dates _____ City _____

1. *How did you hear about this course?*
2. *Why did you decide to take it?*
3. *Type of organization you are with: Non-Profit ___ Corp ___ Gov ___ Edu ___ Conslt ___ Other ___*
4. *Your Role: Exec ___ Mgr ___ Super ___ PM ___ Planner ___ Comm Dev ___ HR ___ Trainer ___
Educator ___ Facilitator ___ Youth as Leader ___*
5. *What expectations do you have for this course?* *Did it happen?*
 - a) a)
 - b) b)
 - c) c)

4. What have been the **highlights** of *ToP Facilitation Methods (TFM)* training for you?
5. Please check your original expectations above and note whether they happened or not. What other **benefits** did you experience that you weren't expecting?
6. What **insights** have you become aware of regarding these facilitation methods?
7. What comments or **suggestions** would you make to improve the *ToP Facilitation Methods (TFM)* training?
8. What further support from the Registrar or Trainers would be most helpful to your success in using the ToP Facilitation Methods?
9. How would you rate this training with 10 being the highest?

<i>Not Helpful</i>		<i>Adequate</i>		<i>Very Good</i>	<i>Excellent</i>				
1	2	3	4	5	6	7	8	9	10

10. Using the scale of 1-10 (10 being highest), how would you rate your skill and confidence in performing the following facilitation tasks before and after completing this course?		
	Before	After
Developing rational and experiential aims for a meeting process		
Developing a structure of questions for a conversation		
Leading a focused conversation with a group		
Engaging participation from all group members in a non-confrontational manner		
Obtaining a range of perspectives from all participants		
Designing a consensus process on a topic of concern		
Maximizing commitment and involvement of members in a group project or event		

11. Feedback to Trainers: please jot down one or two comments of feedback for each Trainer. Thanks MUCH!		
Trainer	Talents/ Strengths	Suggestions for Improvement

12. What's next for you, to invigorate and deepen your facilitation practice? <i>Please check your areas of interest.</i>	
	<ul style="list-style-type: none"> • ToP Facilitation Methods course 'refresher' • ToP Community of Practice • ToP Strategic Planning • Facilitation Graphics • Facilitating Conciliation, Beyond Problem Solving • Certification in ToP Facilitation – <i>I'd like to explore this!</i> • Mastering ToP Facilitation – Four 3-day intensives - <i>Let's have coffee to talk more!</i>

13. Please refer us to a co-worker: <i>If you know of a friend or colleague who might be interested in attending ToP Facilitation Methods, let us know! Thanks.</i>	
Name	Title/ Agency
Address	
Telephone	Email

14. In a sentence or two, how would describe your experience of this course to a friend or colleague?

May we quote you on that? Yes ___ No ___

Signed _____ Date _____



Technology of Participation (ToP)[®]

ToP Strategic Planning (TSP) Training

Offered by _____ (Registrar/Trainers)

Course Dates _____ City _____

1. *How did you hear about this course?*

2. *Why did you decide to take it?*

3. *Type of organization you are with: Non-Profit ___ Corp ___ Gov ___ Edu ___ Conslt ___ Other ___*

4. *Your Role: Exec ___ Mgr ___ Super ___ PM ___ Planner ___ Comm Dev ___ HR ___ Trainer ___
Educator ___ Facilitator ___ Youth as Leader ___*

5. *What expectations do you have for this course?*

Did it happen?

a)

a)

b)

b)

c)

c)

4. What have been the **highlights** of *ToP Strategic Planning (TSP)* training for you?

5. Please check your original expectations above and note whether they happened or not. What other **benefits** did you experience that you weren't expecting?

6. What **insights** have you become aware of regarding this strategic planning process?

7. What comments or **suggestions** would you make to improve the ToP Strategic Planning training?

8. What further support from the Registrar or Trainers would be most helpful to your success in using the ToP Strategic Planning process?

9. How would you rate this training with 10 being the highest?

Not Helpful

1 2

3

Adequate

4 5

6

Very Good

7 8

Excellent

9 10

10. Using the scale of 1-10 (10 being highest), how would you rate your skill and confidence in performing the following facilitation tasks before and after completing this course?		
	Before	After
Developing rational and experiential aims for a meeting process		
Developing a structure of questions for a conversation		
Leading a focused conversation with a group		
Engaging participation from all group members in a non-confrontational manner		
Obtaining a range of perspectives from all participants		
Designing a consensus process on a topic of concern		
Maximizing commitment and involvement of members in a group project or event		

11. Feedback to Trainers: please jot down one or two comments of feedback for each Trainer. Thanks MUCH!		
Trainer	Talents/ Strengths	Suggestions for Improvement

12. What's next for you, to invigorate and deepen your facilitation practice? <i>Please check your areas of interest.</i>	
	<ul style="list-style-type: none"> • ToP Facilitation Methods course 'refresher' • ToP Community of Practice • ToP Strategic Planning course 'refresher' • Facilitation Graphics • Facilitating Conciliation, Beyond Problem Solving • Certification in ToP Facilitation – <i>I'd like to explore this!</i> • Mastering ToP Facilitation – Four 3-day intensives - <i>Let's have coffee to talk more!</i>

13. Please refer us to a co-worker: <i>If you know of a friend or colleague who might be interested in attending ToP Facilitation Methods, let us know! Thanks.</i>	
Name	Title/ Agency
Address	
Telephone	Email

14. In a sentence or two, how would describe your experience of this course to a friend or colleague?

May we quote you on that? Yes ___ No ___

Signed _____ Date _____

Sample of Table Tents

ToP Facilitation Methods

Date _____

"Never doubt that a small group of thoughtful, committed citizens can change the world. Indeed, it's the only thing that ever has." Margaret Mead



**Transforming Communities and Organizations with the
Technology of Participation (ToP)®**

ICA Trainer's License Agreement

This License Agreement is between the Institute of Cultural Affairs, referred to as "ICA" and the Licensed Technology of Participation (ToP)[®] Trainer, referred to as "you".

Executive Summary: The purpose of the ICA Trainer's License Agreement, referred to as License Agreement, is to outline the conditions under which you may purchase and use ToP Course materials and teach ToP Courses. It grants you certain rights and includes certain responsibilities. It gives ICA the responsibility of protecting the copyrighted ToP materials, ensuring the quality of the training, and providing reliable trainer support.

1. LICENSE TO TEACH ToP SERIES

As a Licensed ToP Trainer, ICA grants you, subject to the terms and conditions contained in this License Agreement, a personal, non-transferable, and non-exclusive license to purchase and use ToP course materials within the context of teaching Courses in the ToP Series.

2. TERMS

The terms of this License Agreement shall continue indefinitely, without the need for further action by either party, until terminated or cancelled (see section 8).

3. STATUS

You are an independent contractor. You are not an agent or employee of ICA, and you may not represent yourself as such to others. You do not have authority to make statements or representations, give warranties, or take action which purports to be binding upon ICA, except as provided for in this License Agreement or has been authorized in writing by ICA. Nothing contained herein shall create or be deemed to create a partnership or joint venture. You are not eligible to participate in ICA's employee benefit programs. You are responsible for your own income and payroll taxes.

4. PURCHASE AND USE OF MATERIALS

This License Agreement creates a license for the purchase and use of ToP Course materials and the right to teach public and in-house ToP Courses. Licensed Mentor and Qualified ToP Trainers may offer ToP Courses subject to meeting the conditions specified below and in the remainder of this Agreement:

- (a) You agree to comply with the standards and policies of ICA as set forth in the Policy Statements (see Addendum A) and periodic revisions.
- (b) You meet the qualification standards for continued Licensed ToP Trainer status.
- (c) You submit requested Course and accounting reports to ICA in a timely manner.

- (d) You maintain working relationships among Licensed ToP Trainers and the officers, board members, and staff of ICA.
- (e) You agree to co-train ToP Courses only with other Licensed ToP Trainers and will not co-train with someone who is unlicensed or has not paid their annual Trainer's License & Support Fee.

ToP Course materials, which are under copyright protection by ICA, including participant's manuals and materials, tapes, and trainer's manuals, shall not be copied or reproduced, in whole or in part, without written permission of ICA, except as specified in the participant's manual.

References in this document to Course manuals are related to ToP Facilitation Methods (TFM) and ToP Strategic Planning (TSP) manuals only. ICA is not responsible for furnishing Course manuals for other courses in the ToP Series.

5. COURSE REPORTS

You, as a Licensed Mentor or Qualified ToP Trainer, agree to furnish in a timely manner to ICA a Post-Course Report, using the current form, on every Course you train, both public and in-house. The purpose of this report is to furnish ICA and the ToP Network (ToP Network) with Course financial information and statistics, demographics, Course learnings, and marketing information.

You agree to send original copies of the Participants' Evaluations to ICA. ICA will review these on a spot-check basis and will look for indicators of low quality or poor delivery of ToP Courses. ICA will refer any complaints or indicators of low quality to the Conciliation Team (comprised of one or more ICA staff, board member, and ToP Network member). In the event of a severe complaint or consistent pattern of low quality, ICA will consider termination of this Trainer's License (see section 8).

You agree to furnish a participant list of all those who attend your public Courses, which will be held on file by ICA. This does not apply to in-house Courses.

6. SEAT FEES

Upon completion of each Course that you train, whether public or in-house, within or outside of the USA, you agree to pay a seat fee according to the length of the course to ICA for each first-time participant. This does not apply to repeat or refresher registrants.

SEAT FEE

\$25 – 1 day courses

\$50 – 2 - 3 day courses

\$75 – 4 - 5 day courses

\$100 – more than 5 day courses

7. ADVERTISING OR PUBLICITY MATERIAL

- (a) ICA, in collaboration with ToP Network, shall design marketing materials for ToP Courses. Any request for use of the ICA logo shall be submitted to ICA for review and approval, and shall be used by you only upon receipt of written approval by ICA. The ICA logo is the responsibility and trademark of the ICA and shall not be used as part of your business entity.
- (b) You, if you are a Mentor or Qualified Licensed ToP Trainer or a Registrar, have approval to use ICA and ToP logos on your website, flyers, and other print media when advertising or marketing ToP Courses.
- (c) ICA shall maintain a website and an on-line Course registration system (providing a credit card payment option) which is accessible to the general public.
- (d) The ICA website shall list Licensed Mentor and Qualified ToP Trainers, Registrars, and Certified ToP Facilitators.
- (e) The ICA website shall display the national public Course schedule, with regular updates, posted in a timely fashion.
- (f) The only way to use the ToP Trademark is: Technology of Participation (ToP)®. It is your responsibility to review your documents and correct any misuses.

8. TERMINATION OR CANCELLATION

This License Agreement may be terminated by:

- (a) ICA for any breach by you of the terms and conditions of this License Agreement. A termination will be effective upon delivery of written notice to you at your last known address.
- (b) ICA for repeated complaints by participants or other trainers as to a low level of quality or poor delivery of ToP Courses by a Licensed ToP Trainer. Should this occur, the matter will be turned over to the Conciliation Team for review and recommendations prior to significant action being initiated.
- (c) ICA, with or without cause at any time, by notifying you in writing at your last known address.
- (d) You, with or without cause, upon completion of any and all ToP Courses you are teaching, by notifying ICA in writing at its last known address.

This License Agreement may be cancelled by:

- (a) ICA for non-payment of annual Trainer's License & Support Fees.

9. ACTIVE ToP TRAINER STATUS

Active ToP Trainer Status is conveyed upon a person who has done all of the following:

- (a) Completed or is in the process of completing the trainer qualification program or requirements
- (b) Signed an ICA Trainer's License Agreement
- (c) Taught or co-trained (including Participatory Observers) a ToP Course within the past year, and
- (d) Paid the current year's Active Trainer's License & Support Fee to ICA

10. IN-ACTIVE ToP TRAINER STATUS

In-Active ToP Trainer Status is conveyed upon a person who has done all of the following:

- (a) Completed or is in the process of completing the trainer qualification program or requirements
- (b) Signed an ICA Trainer's License Agreement
- (c) Decided not to teach a ToP Course in the next year, or has not taught a ToP Course within the past year but expects to do so in the near future, and
- (d) Paid the current year's Inactive Trainer's License and Support Fee to ICA

Note: Trainers who have been inactive for more than one year must communicate with a Licensed Mentor Trainer to make sure they are current with Course curriculum, materials, and delivery before reactivating their license.

11. COSTS AND COURSE OFFERINGS

The costs for ToP Course materials (participant's and trainer's manuals) will be set forth by ICA in cooperation with the ToP Network (ToP Network).

If you are a Licensed Mentor or Qualified ToP Trainer, you may offer in-house ToP Courses at whatever price you wish, as long as it is above the in-house Course price outlined in the ICA MOBIS contract. MOBIS pricing may change from time-to-time so it is your responsibility to obtain current MOBIS rates from the ICA website: <http://www.ica-usa.org>. Please contact support@ica-usa.org regarding special pricing for small Community Based Organizations.

In-house Courses are not listed in the national ToP Course schedule, on the ICA website, or in other published materials.

It is not an option to offer a public Course using the ToP logo and/or materials without it being listed on the ICA website and in the published Course schedule. If you do so, you will be out of compliance with the terms and conditions of this License Agreement. If a licensed or unlicensed trainer offers a course or training using the ToP logo and/or materials, ICA will take appropriate action.

In the interest of creating a national brand for the ToP Series, Courses offered by a Licensed ToP Trainer, bearing the ICA and/or ToP logos, will be offered at the current Course prices and the current ICA manuals will be purchased and used for such Courses.

Variations on ToP Courses shall be communicated to ICA and approval shall be granted to offer such Courses, unless there is a direct conflict of philosophy and intention regarding the offering and delivery of ToP Courses. In that case, the matter will be turned over to the Conciliation Team to recommend the appropriate course of action.

12. INSTRUCTOR TRAINING

Your training to become a Licensed Mentor or Qualified ToP Trainer is your responsibility and will be at your expense.

New trainers are to select and work with a Mentor Trainer in order to become an Apprentice ToP Trainer on the journey to becoming a Qualified ToP Trainer.

In order to become a Qualified ToP Trainer, you must be a Certified ToP Facilitator, with training and certification at your own expense.

13. CONTRACTING WITH ICA AS A TRAINER FOR ICA COURSES

In the event ICA invites a Licensed ToP Trainer to train a Course procured by ICA, there will be a separate and specific Contractual Agreement outlining the terms of the engagement, which may or may not include reimbursement of expenses. This also applies to any Courses trained under the ICA MOBIS contract.

14. ToP Network (ToP Network)

Licensed ToP Trainers are under no obligation to join the ToP Network but are encouraged by ICA to do so. For more information contact support@ica-usa.org.

15. COVENANTS OF THE PARTIES

The purpose of these covenants is to protect and empower the ToP community of trainers in effectively delivering training through a recognized and branded curriculum known as ToP. You, as a signatory of this agreement, understand and confirm that ICA is responsible for protecting the ToP brand. You, therefore, promise other ToP trainers and ICA that you will treat logos, copyrighted curriculum, and quality of training with respect through agreed upon protocols. This in particular involves the following:

- (I) Confidentiality with Existing Curriculum During the term of this License Agreement you will have access to copyrighted materials and other confidential information related to existing curriculum of the ToP series. Upon termination or cancellation of this License Agreement, you agree to cease using these copyrighted materials in your subsequent training. This especially includes, but is not limited to, participant manuals (or portions) used in the ToP series.
- (II) Development of New Curriculum It is anticipated that the ToP series will continue to grow as new curriculum is developed. Details overseeing the use of these new materials will be stipulated in negotiations between Licensed ToP Trainers and ICA before such materials are incorporated into the ToP series. If you develop new curriculum, and as you are developing it with the intention to include it in the branded ToP series, it will fall under ICA's copyright protection responsibility.
- (III) Development of Materials by Clients Based on ToP Course Materials If you work with a client who develops materials such as in-house courses, publications, or videos based on ToP course materials, you agree to engage in a conversation with ICA about appropriate copyright acknowledgment, compensation to ICA, and qualification of the trainers and training materials.
- (III) Covenants Related to Instruction You agree that:
- (a) You will not, during any Course or presentation procured by ICA, use the opportunity to promote or actively solicit engagement to render additional services (other than on behalf of ICA, as a ToP Trainer);
 - (b) You will teach all ToP Courses from, and only from, the prepared materials developed for each Course, minor exceptions permitted (any significant exceptions or modifications must be approved in writing by ICA);
 - (c) Once you are designated as a Qualified ToP Trainer, you are qualified to teach the ToP Facilitation Methods Course (or any subsequent names of same) in accordance with the ICA Policy Statements (see Addendum A). In order to teach the ToP Strategic Planning Course or other Courses in the ToP Series, you must be granted approval by your Mentor trainer until specific standards are set forth by ICA/ToP Network.
- (IV) Covenants Related to Prompt Payment
- (a) Both parties of this License Agreement agree to pay whatever amounts of money are due and payable to the other in a reasonable period of time. This includes ICA promptly paying Trainers for on-line credit card registration fees or fees received by ICA via mail, fax, or telephone.
 - (b) You agree to pay your annual Trainer's License & Support Fee by March 1st of each year (or make payment arrangements).

- (c) You agree to pay for Course manuals, trainer's manuals, product orders, and seat fees in a reasonable period of time. An 8% late fee may be applied to any invoices unpaid for more than 30 days.

(V) Covenant Related to ICA Staff Registration Fees

- (a) You agree that ICA staff may register for one or more of your trainings at the ICA rate of \$100 per person. You are not responsible for manual costs or seat fees for ICA staff registrations.

16. RESTRICTIVE COVENANTS

Since you have knowledge of ToP materials, and the ToP brand might suffer if ToP Courses are offered or taught, or if ToP materials are used, in violation of the provisions of this License Agreement, by signing this document you agree to abide by the terms and conditions of this License Agreement. In the event of your breach, ICA will request your compliance in writing sent to your last known address. In the event of an irresolvable situation and before significant action is taken by either party, the matter will be turned over to the Conciliation Team.

17. LIABILITY AND LIABILITY INSURANCE

You shall hold ICA harmless and indemnify ICA against any and all loss, damage, or claims arising from your performance or non-performance under this License Agreement. Likewise, ICA shall hold you harmless and indemnify you against any and all loss, damage, or claims arising from ICA staff performance or non-performance under this License Agreement.

ICA shall not be responsible to you for any loss or damage caused to you by any participant or to any participant by another participant enrolled in one of your Courses. You shall not be responsible to ICA for any loss or damage caused to ICA by any Course registrant who is dissatisfied with support services which are ICA's responsibility.

You are responsible to carry your own general and/or professional liability insurance. However, if you are an Active Licensed ToP Trainer, you shall be covered under ICA's umbrella liability insurance policy when conducting a ToP Course at a facility requiring liability insurance.

The terms of any registration agreement between you and a Course registrant or participant shall not be binding upon ICA.

18. AMENDMENT

This License Agreement may be amended at any time by the parties, and such amendment shall be in writing and signed by both parties.

19. GOVERNING LAW

This License Agreement shall be governed by the laws of the State of Illinois.

20. COMPLETE AGREEMENT

This License Agreement supersedes all prior agreements and understandings between you and ICA, is the whole and formal License Agreement with each other, and may not be changed unless mutually agreed in writing by both parties.

Executed as a sealed License Agreement.

I have read and understand the terms and conditions of this License Agreement and agree to comply with them:

Trainer Name _____

Address: _____

Phone: _____

Cell Phone: _____

Email: _____

Signed by Trainer: _____ Date _____

At this time, I understand myself to be a Trainer at the level I have indicated below:
(please check one)

_____ Mentor

_____ Qualified

_____ Apprentice / My Mentor Trainer is _____

_____ Confirmed by (initials of the mentor trainer)

Institute of Cultural Affairs
4750 N. Sheridan Road
Chicago, IL 60640
773-769-6363

Signed by ICA: _____ Date _____

Terry Bergdall, Chief Executive Officer

Addendum A

ICA Policy Statements

The following policies apply to all Courses delivered in the ToP Series:

- A. A team of a minimum of two Licensed ToP Trainers shall conduct each Course.
- B. The training team may consist of two Qualified ToP Trainers, a Mentor and a Qualified ToP Trainer, or a Mentor and an Apprentice ToP Trainer. Apprentice ToP Trainers may also act as Participant Observers (P. O.) on any of the teams.
- C. When a Course enrollment exceeds 20 participants, one additional trainer will be employed for each additional ten participants. Registrars may make special exceptions for economic reasons when there are one or two registrations over 20. The intention is to provide quality ToP training.
- D. Experience with the training model indicates it is less effective with fewer than eight participants. Occasionally it may be necessary, for marketing reasons, to offer the training for a smaller group.
- E. When a Course has ten or fewer participants it may be taught by one Mentor ToP Trainer, however, this is to be a rare exception, not a common practice.
- F. Any unauthorized audio or video taping of ToP Courses by participants is prohibited.
- G. All Licensed ToP Trainers shall pay a seat fee for each Course they train to ICA for use of the copyright materials (see section 6). Revenue from seat fees is used for the support of Licensed ToP Trainers and ToP Courses, less 15% to ICA for indirect costs.