



ICEA Approved Trainer (IAT) Commitment Agreement

Each applicant completing the IAT training program must sign this agreement.

This INDEPENDENT CONTRACTOR'S AGREEMENT is made as of this (mm/dd/yyyy) ____/____/____ by and between International Childbirth Education Association (ICEA) and the Independent Contractor (IAT) _____, who agrees to provide contact hours for the following ICEA programs :

- PROFESSIONAL CHILDBIRTH EDUCATION
- BIRTH DOULA
- POSTPARTUM DOULA
- EARLY LACTATION CARE
- MOTHER FRIENDLY LABOR SUPPPORT FOR NURSES

The Independent Contractor, IAT, agrees to perform services solely as an Independent Contractor. The parties to this Agreement recognize that this Agreement does not create any actual or apparent agency, partnership, franchise, or relationship of employer and employee between the parties. The Independent Contractor is not authorized to enter into or commit the Company (ICEA) to any agreements, and the Independent Contractor shall not represent itself as the agent or legal representative of the Company.

This agreement stipulates that ICEA will honor contact hours for a live workshop event only in the fields indicated above and facilitated by the IAT named above. This agreement does not provide contact hours for an on-line program or a program via a media presentation, such as DVD. This agreement also does not provide contact hours for programs other than those indicated above.

ICEA shall not be liable for taxes, Worker's Compensation, unemployment insurance, employer's liability, employer's FICA, social security, withholding tax, or other taxes or withholdings for or on behalf of the Independent Contractor or any other person consulted or employed by the Independent Contractor.

ICEA values the service that the IAT provides and is committed to building a mutually beneficial partnership. This agreement will include content framing IAT status as well as the following conditions:

The ICEA Approved Trainer (IAT) (Independent Contractor) agrees to:

1. Maintain continuous ICEA membership, active ICEA certification in the field(s) of IAT status, and a current CV with the ICEA main Office
2. Adhere to the ICEA Mission & Philosophy Statements
3. Represent themselves and the workshop they facilitate in a professional manner
4. Comply with the International Code of Marketing of Breast Milk Substitutes
5. Maintain Professional Continuing Education in the following areas:
 - a. Initially, 12 hours Breastfeeding continuing education meeting BFHI Global Criteria (provide contact hour verification)
 1. Subsequent IAT renewal requires four (4) Breast Feeding contact hours per contract cycle
 2. IBCLCs and CLCs may submit current certification
 3. *La Leche* leaders may submit contact hours

b. Four hour minimum Perinatal Emotional Health (provide contact hours)

1. www.postpartum.net
6. Schedule workshops with the required number of contact hours as determined by the Education Committee. Contact hours do not include lunch or 30 minutes of break time per day.
7. Not schedule a workshop within 500 miles of the annual ICEA International Conference either four (4) weeks before or after the conference date.
8. Use purchased ICEA membership lists for one workshop only
9. Honor the copyright of ICEA program materials and use these materials for ICEA workshops and ICEA events only
10. Promote ICEA certification, services, and materials during the ICEA training workshops presented including reviewing the steps to certification and encouraging enrollment.
11. Distribute certification and/or conference promotional material to attendees as supplied by ICEA
12. Submit, for ICEA contact hour approval, the following:
 - a. The two-day workshop schedule
 - b. The workshop lesson plan, including:
 1. The ICEA Program objectives to be covered each hour
 2. The required Nursing CE objectives to be covered
 3. The learning activities to be used
 4. The PowerPoint/media to be used with the ICEA logo on each slide
 5. Workshop handouts
 6. A copy of the workshop 'Certificate of Completion'
13. Submit attendance forms and evaluations for approved nursing contact hours with the ICEA approved nursing review board.
14. Provide and have all attendees complete the approved ICEA Workshop Evaluation form
15. Submit to the ICEA Main Office no later than four (4) weeks following the completion of every workshop:
 - a. The completed ICEA approved Workshop Attendance Form
 - b. A completed ICEA Workshop Evaluation from each attendee
16. Submit the IATs workshop cancellation fee policy to the main office where it is maintained on file; this cancellation policy must appear on the IAT's marketing materials.
17. Pay an initial IAT approval fee of \$450.00 for a four (4) year contract. At the conclusion of that contract, the IAT may renew the IAT contract at a cost of \$150.00/area of IAT status and with the submission of a workshop lesson plan and material as specified in number 12 above in this contract.
18. Attend one (1) ICEA International Conference every three (3) years.
19. Hold a minimum of one (1) workshop per year in each area of IAT status.

In support of workshops led by the IAT, ICEA agrees to:

1. List IAT, including name, city, state/province, country, telephone number, and email address, on the ICEA website
2. List dates, locations, and contact information on all IAT scheduled workshops on the ICEA website
3. Permit the IAT to appropriately use the ICEA logo for the purpose of workshop promotion
4. Provide lists of ICEA members by state or province for a nominal fee
5. Refer potential clients to the IAT

6. Provide IAT promotional materials regarding products, conferences/conventions, and certification programs
7. Authorize use of the credential IAT – (Program initials); for example: IAT-PCBE
8. Provide an official certificate indicating individual is an ICEA approved trainer for each area of IAT status.
9. Provide all necessary forms to maintain IAT status

Signing this agreement indicates you have been informed and understand the obligations of both ICEA and yourself as the Independent Contractor. Failure to remain compliant with this agreement may result in a letter of non-compliance, removal of accredited contact hours from your workshop, or loss of status as an IAT.

ACTIVE IAT STATUS

_____ Check here to request Active IAT Status with the following stipulations:

- a. Payment of \$450 for four (4) year contract of IAT Status
- b. Payment of \$150 per Program for four (4) year contract is enclosed

INACTIVE IAT STATUS

_____ Check here to request Inactive IAT Status with the following stipulations:

- c. Payment of \$75 per Program for four (4) year contract is enclosed
- d. An inactive IAT will have the term (Inactive) following their name on the ICEA website
- e. An inactive IAT is not required to submit the workshop materials listed in number 12 of this contract
- f. To activate an IAT status, the IAT must provide a new IAT contract, meeting all the terms as stated including payment of \$150 per ICEA Program requested

This agreement is in effect so long as both parties agree it is mutually beneficial. Either party may end this agreement by 30-days written notice.

IAT Printed Name: _____

IAT Signature: _____

Date: _____

Contact Information

Name _____

Address _____

City _____ State/Province _____ Zip/Postal Code _____

Country _____ Email _____

Payment Information

Credit Card Number _____ Expiration Date _____

Check



Please Remit to:

International Childbirth Education Association

110 Horizon Drive, Suite 210, Raleigh, NC 27615 / 919-674-4183 / FAX: 919-459-2075 / www.icea.org / info@icea.org