



### 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:

- CHILDBIRTH EDUCATION
- BIRTH DOULA
- POSTPARTUM DOULA
- EARLY LACTATION CARE (certificate)

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, Vision, Core Values, Goals, and Philosophy
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. 20 hours Breastfeeding continuing education meeting BFHI Global Criteria (provide contact hour verification)
    - i. IBCLCs and CLCs may submit current certification
    - ii. *La Leche* leaders may submit contact hours
  - b. Four hours minimum Perinatal Emotional Health (provide contact hours)

6. Submit, for ICEA contact hour approval, the following:
  - a. The workshop schedule (including a minimum of 16 hours of instruction)
  - b. The workshop curriculum (following the instructions in the IAT Renewal Packet)
7. 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.
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 attendance forms and evaluations for approved nursing contact hours.
13. Instruct all attendees complete the approved ICEA Workshop Evaluation form. Contact hours will be awarded to attendees only after the evaluation form is completed.
14. Submit the completed ICEA approved Workshop Attendance Form to the ICEA Main Office no later than four (4) weeks following the completion of every workshop.
15. 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.
16. Upon verification of fulfillment of the educational requirements and approval of their curriculum, pay an IAT contract fee of \$450.00 per area of IAT status.
17. Attend one (1) ICEA International Conference in the past four (4) years.
18. 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. Provide IAT promotional materials regarding products, conferences/conventions, and certification programs
6. Authorize use of the credential IAT – (Program initials); for example: IAT-CBE
7. Provide an official certificate indicating individual is an ICEA approved trainer for each area of IAT status.
8. Provide all necessary forms to maintain IAT status

Signing this agreement indicates you have been read the ICEA policies regarding IATs as outlined in the ICEA Handbook and that you 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.

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: \_\_\_\_\_

ICEA President Printed Name: \_\_\_\_\_

ICEA President 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](http://www.icea.org) / [info@icea.org](mailto:info@icea.org)

**Completion of the Following BIO Page is Required of Each IAT for Purpose of Providing  
Continuing Nursing Education Credits at the Finish of a Given Workshop**

**Name:**

**Education:**

**Current position (title and description):**

**Professional qualifications specific to topic being presented:**

Providers must request vested interest/conflict of interest disclosure from all faculty and document that information, or lack thereof, in the continuing education activity application. Faculty, having vested interest/conflict of interest in a particular topic or product shall be expected to present information objectively.

**Vested Interest:** Means having a significant financial interest in a product to be discussed or presented in some manner; being an employee of a company with financial interest; or having had considerable research support to study a product to be discussed.

**Vested Interest:** Does this individual have a vested financial interest in this program?  **Yes**  **No**

**Conflict of Interest:** Does this individual have a conflict of interest, other than financial in this program?

**Yes**  **No**

If yes to either, please describe: