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BIRTHING FROM WITHIN® Mentor/Doula Program and Trademark Use Agreement

This is a legally binding contract between you (the applicant to the Mentor/Doula Program) and Birthing From Within LLC. Please read it carefully before signing and returning to the BIRTHING FROM WITHIN office (mail, fax, or scan and email). Please retain a copy for your records.

I, _____ (print your name), an applicant to the BIRTHING FROM WITHIN Mentor/Doula Program, by signing at the end hereby state that I have read, do understand, and do agree to the following terms:

PART I: HOMESTUDY AND ADVISOR

1. I understand that this agreement must be signed and mailed (or scanned and emailed) to the BIRTHING FROM WITHIN office at the time of enrolling in the BIRTHING FROM WITHIN Mentor/Doula Certification Program (hereafter referred to as "the Program"). My HomeStudy materials and other benefits of enrollment may be delayed if I do not submit this signed agreement in a timely manner.
2. I understand that there are **no refunds** of any portion of my Program Fees, Annual Dues, workshop fees, or materials fees.
3. I understand that once the BIRTHING FROM WITHIN office has received all required paperwork and payments from me, my application will be reviewed. If I am accepted into the Program, I will be assigned an Advisor and be granted all the benefits of being an Active Mentor/Doula enrolled in the Program, as described in PART II. I understand that my Advisor has been specifically chosen because she has demonstrated compassion, excellence in mentoring skills, a strong spiritual practice in her own life, and an abiding understanding of the founding principles and practices of BIRTHING FROM WITHIN. I understand that my Advisor will give me straightforward, constructive feedback to improve my mentoring skills and provide suggestions or homework to further my own practice. My Advisor may inspire my enthusiasm and vision, but **I must be motivated from within** to master BIRTHING FROM WITHIN mentoring skills and complete my HomeStudy in a timely manner and not be dependent on my Advisor to motivate me. I also agree that the only topics brought to my consultations should be mentor-related questions and experiences, and that my Advisor is not my therapist, teacher, problem-solver, or buddy (although the relationship may be friendly). I understand that my Advisor is assigned to me for the entire length of my Certification process, but that circumstances may occasionally arise in which I may have a different Advisor assigned to me. If at any time I have questions or concerns about my Advisor, I agree to bring them directly to the Program Director.
4. I understand that I am entitled to and required to have two phone consultations with my Advisor during each of the two HomeStudy periods (Level One and Advanced): one at the start of my HomeStudy (within six to eight weeks of attending the relevant workshop) and the other after I have submitted my Homestudy packet (before going to the Advanced Training or becoming Certified). If I am in the Doula Program, I will have one call at the start of my HomeStudy and one after I have submitted my completed Doula Homestudy. If am enrolled in both programs, I will have only one initial call, which will cover both Mentor and Doula issues. Consultations will not take place until all required paperwork and payments have been received by the BIRTHING FROM WITHIN office. Our consultations may be by phone or in person and will be between 30 and 40 minutes in length. When the consultation is by phone, both parties agree to be available at the agreed-upon time and understand that a time should be settled upon that is free of distractions or interruptions (e.g., children, cell phones, televisions, etc.). I will call the Advisor at the beginning of the consultation. The consultation will not exceed 40 minutes without mutual agreement between the parties to go longer. I understand that if I want or need more Advisor support that I will pay my Advisor for her additional time, effort and expertise.
5. If there is a conflict between me and my Advisor that cannot be successfully resolved between the two of us, each of the parties will submit a letter describing the conflict to the Program Director. If resolution can't be found there, a new Advisor will be assigned to me. The Mentor-Advisor is a mutually respectful relationship, and all consultations and files are confidential. However, I understand that my Advisor reserves the right to discuss questions or my progress with the Program Director and/or her designates to insure quality in the Program as well as my Advisor's personal and professional development.
6. Upon completion of the HomeStudy Packet(s), I will mail *copies* of required forms, assignments, recordings, and specific pages (requested by my Advisor) from my Journal to my Advisor. I understand that my completed Packet must be neat and organized, that all recordings must be audible, and that if my Advisor receives an incomplete or disorganized packet, she reserves the right to return it to me for completion or organization before reviewing it. I understand that failing to satisfactorily complete my HomeStudy or keep my agreements with the Advisor and/or the BIRTHING FROM WITHIN office could result in a recommendation that I not proceed to certification or the next level of training.
7. I understand that my Level One HomeStudy packet is due to my Advisor **NO LATER THAN TWO MONTHS BEFORE** taking the Advanced Training, in order to allow my Advisor sufficient time to review it and respond, and to conduct the final consultation with me prior to me taking the Advanced training. My Advisor will carefully review my submitted homework, assignments, and video or audiotape, and complete her write her Review and Recommendations. We will have our final consultation within three weeks of her receiving my Packet. The terms and conditions of this consultation will be the same as for our first consultation (above). My Advisor will complete her Final Consultation Summary and submit it, along with her Review and Recommendations, to the BIRTHING FROM WITHIN office to be filed in my permanent record. She will also mail copies of both forms to me. I will bring these forms with me to my Advanced training, which will serve both myself and the Facilitator(s) in honing in on new skills or goals.

PART II: ACTIVE STATUS

8. I understand that in order to remain an Active Mentor/Doula in good standing (with all associated rights and benefits), I must commit to these further responsibilities (*these requirements may be amended by BIRTHING FROM WITHIN at any time*):
 - Read and post on the online Mentor/Doula Forum regularly (*at least once a month*).
 - Attend four labors/births per year (*if you are/have been a highly experienced birth professional, the requirement is only two/year*).
 - Regularly participate on monthly Mentor and/or Doula Conference Calls (*we require at least three per year*).
 - Maintain regular quarterly contact with my Advisor, and respond to emails and calls from her, the Program Director, and the BIRTHING FROM WITHIN office in a timely manner.
 - Make continuous progress on my HomeStudy and work toward the next certification step within appropriate timeline (*6-18 months for Level One, 6-18 months for Advanced, for a total maximum of three years from my Level One workshop until Certification*).
 - Pay Annual Dues on February 1 of each year. (*If you paid for the whole Program, your Dues are paid for three years.*)
 - Notify my Advisor and the BIRTHING FROM WITHIN office in a timely manner of any change in my contact information.
 - If at any time I cannot meet my deadlines, agreements, or expectations as an Active Mentor or Doula (*as outlined above*), I will promptly contact my Advisor and tell her about my situation. If I require an extension, I will complete the Request for Extension Form and submit it to the BIRTHING FROM WITHIN office.
9. I understand that when I become a Certified Mentor or Doula, additional rights and responsibilities are granted, and that I must re-certify every three years, according to the requirements and fees in place at that time.

PART III: USE OF TRADEMARKS AND IMAGES

10. I understand that the phrase “Birthing From Within” is a registered trademark, and I will use the ® symbol whenever possible in my written materials. Permission to use mark is dependent on my being active and in good standing (see PART II, #8), and may be revoked by BIRTHING FROM WITHIN at any time without further obligation.
11. Active Mentors/Doulas are expected and encouraged to use the BIRTHING FROM WITHIN labyrinth logo and name (shown at the beginning of this document and hereafter referred to as “the mark”) in their promotional materials and to call themselves BIRTHING FROM WITHIN Mentors/Doulas. This privilege is reserved exclusively for Active and Certified Mentors/Doulas who pay their Annual Dues (currently \$100/year). To protect the integrity of the BIRTHING FROM WITHIN name and philosophy, as well as that of all Mentors, Doulas and their related businesses, individuals and/or businesses using the BIRTHING FROM WITHIN name, mark, and/or images unlawfully and without permission will be asked to cease and desist immediately.
12. I understand that the mark and any and all related BIRTHING FROM WITHIN images and phrases may not be reproduced as merchandise for sale, whether for profit or not, without explicit written agreement from BIRTHING FROM WITHIN. Royalty inquiries and arrangements must be made directly with the BIRTHING FROM WITHIN office.
13. If I am no longer an Active or Certified Mentor/Doula in the Program, I lose all rights and privileges associated with that status, including, but not limited to: my listing on the BIRTHING FROM WITHIN website; use of all trademarked words and images; access to the Forum, Conference Calls, and my Advisor; and publicly associating myself and/or my services with “BIRTHING FROM WITHIN.”
14. I agree to not reproduce any pages from [Birthing From Within](#), [Keepsake Journal](#), the Mentor Cookbook, the HomeStudy Packet, The Doula Workbook, the BIRTHING FROM WITHIN website, or any other trademarked words or images without written permission from BIRTHING FROM WITHIN. I agree not to use quotes or posts from my peers (including from the Forum) without permission of the author.

PART IV: ETHICS AND INTEGRITY

15. I understand that as a BIRTHING FROM WITHIN Mentor/Doula, my words, actions, and appearance reflect upon the organization as a whole and can affect the public image of the organization and other Mentors/Doulas. I agree to try my best to be impeccable with my word and to act with integrity at all times. When I am writing or speaking to my peers and/or representatives of BIRTHING FROM WITHIN, I agree to seek out the positive intention of other people before responding, and to speak with respect and kindness even when I disagree. I agree that if I have questions, concerns, or complaints about BIRTHING FROM WITHIN, its administrators, representatives, or other Mentors/Doulas, that I will first contact the appropriate person privately. I understand that the Forum is a place for support, inquiry, personal discovery, and resources, and not a public forum for airing complaints about BIRTHING FROM WITHIN, its administrators, and/or policies. Flaming and blaming will not be tolerated. I understand that BIRTHING FROM WITHIN and its administrators will try their best to resolve all disputes with fairness, trust, and patience. I agree to do the same.

PART V: FINE PRINT

16. BIRTHING FROM WITHIN LLC accepts no responsibility, in whole or in part, for loss, damage or injury to person or property of any nature whatsoever, caused to me or others while participating in this Program, or related to any activities resulting from my participation, including my professional services to the public (which includes doula services, childbirth classes, and consultations). I hereby acknowledge that I am voluntarily participating in this Program. I agree to release, waive, discharge, indemnify, and hold harmless BIRTHING FROM WITHIN LLC from and against any claims, costs, and expenses which I, or any other person, may have for any losses, damages, or injuries arising out of or in connection with my participation in this Program, my doula services, and/or my childbirth education classes. BIRTHING FROM WITHIN LLC is not responsible for my current or future use of any processes, skills, techniques or products that I use with my clients, and is not liable for the quality of my work.

