



American Lung Association Better Breathers Club Facilitator Agreement

Thank you for participating in training for the American Lung Association Better Breathers Club (BBC) program. The American Lung Association could not fulfill its mission of saving lives by improving lung health and preventing lung disease without volunteers and partners in the community like you. Please read the following two pages carefully and acknowledge agreement by signing in the space provided below.

1. The American Lung Association (ALA) upholds high standards in the training and implementation of its programs. To ensure ALA professional standards and maintain quality control of the Better Breathers Club program, the undersigned trainee (Trainee) agrees:
 - a. To be trained by the ALA to facilitate the Better Breathers Club program, and not to engage any individual, co-sponsoring organization, funding source or other third party to join in implementing the program without the prior approval of the ALA;
 - b. To use the Better Breathers Club materials authorized by the ALA (the “ALA Copyrighted Materials”) for conducting the program;
 - c. To use the American Lung Association name and logo and the Better Breathers Club name and logo, without alteration, on any materials and promotions developed for the program.
 - d. To adhere to the objectives and format of the program as provided by the ALA. Should Trainee wish to make any changes, written approval must be obtained from the ALA prior to implementation.
2. Trainee acknowledges that Better Breathers Club is a program of the American Lung Association. None of the ALA copyrighted materials nor any of the training materials supplied to the Trainee, except for those materials expressly provided for such use, may be copied, reproduced or otherwise distributed in any manner without the express prior written authorization of the ALA.
3. Trainee asserts that he/she is and shall remain a non-smoker or ex-smoker, and has not used any form of tobacco in the last twelve months.
4. Trainee further agrees that:
 - a. Trainee and his or her sponsoring organization will adhere to agreed upon program fees;
 - b. If Trainee or his or her sponsoring organization plan to independently market and sell the Better Breathers Club program to third parties, they will sign a separate Authorized Provider agreement with the ALA.
 - c. Trainee is required to inform the ALA prior to delivering the program to a third party and must advise the ALA of all programs delivered and participants reached; and
 - d. The training provided to Trainee is good for a period of three years. Following the expiration of three years from the date of Trainee’s signature below, Trainee shall take further training from ALA before leading or participating in any Better Breathers Club program.
5. ALA is committed to research in the broad area of lung health. Therefore:
 - a. Research projects using a Better Breathers Club are acceptable with prior approval from the ALA National Headquarters;
 - b. In all cases, personal information including names and addresses of program participants must be kept confidential; and
 - c. Trained individuals should use the appropriate evaluation materials both before and after program implementation. All evaluation results should be forwarded to the ALA.
6. Trainee agrees to indemnify and hold harmless the ALA from and against any claims, proceedings, lawsuits or other liabilities, costs or expenses, including legal fees, arising out of or attributable to acts, or omissions to act, of Trainee.

Trainee Name: _____

Trainee Signature: _____ Date: _____

ALA Representative: _____ Date: _____