# BOC

# CERTIFIED TRANSACTIONAL ANALYST (CTA) TRAINING CONTRACT Form 12.6.1

# 1. PARTIES

The parties to this Certified Transactional Analyst (CTA) Training Agreement (this "Agreement") are as follows:

- International Board of Certification ("IBOC");
- \_\_\_\_\_("Trainee"); and
- \_\_\_\_\_("Principal Supervisor"); and
- \_\_\_\_\_ (TSTA Supervisor, if applicable).

# 2. TERM OF AGREEMENT

This Agreement is effective as of the date an authorized representative of IBOC endorses this Agreement below (the "Effective Date"). IBOC will administer this Agreement and examination procedures for Certified Transactional Analyst ("CTA") candidates according to the procedures in the IBOC Certification and Examinations Handbook (the "Handbook") and published IBOC procedures. This Agreement expires five (5) years from the Effective Date if the Trainee has not completed and met all requirements for CTA Certification according to the procedures set forth in the Handbook.

#### 3. REPRESENTATIONS AND UNDERTAKINGS OF TRAINEE

- a. I am a member in good standing of the International Transactional Analysis Association, a California, USA nonprofit tax-exempt corporation ("ITAA"), and without prejudice to my right to resign, I will renew my membership annually for the duration of this Agreement. I acknowledge ITAA membership in good standing is a requirement for CTA certification.
- b. I obtained my TA101 Certificate on \_\_\_\_\_(*date*).
- c. I have read and am familiar with the provisions of the Handbook as it relates to CTA training and acknowledge that it governs the training and testing protocol for CTA trainees, their supervisors, and IBOC. I acknowledge that the Handbook contains additional rights and obligations I have concerning my training and preparation for CTA examination.
- d. I plan to be examined and certified as a transactional analyst with the following specialization (*tick one*):

Counselling \_\_\_\_\_ Education \_\_\_\_\_ Organizations \_\_\_\_\_ Psychotherapy \_\_\_\_\_

e. I have made a separate agreement with the undersigned Principal Supervisor for my supervision and guidance during training for CTA certification in accordance with IBOC requirements. A copy of that agreement is attached. I agree to be responsible for confirming, from time to time, that the Principal Supervisor named below, is a member in good standing of ITAA, and if it reasonably appears that the Principal Supervisor's membership is not in good standing, I will notify IBOC and the Principal Supervisor immediately. I understand that my Principal Supervisor's failure to maintain membership in good standing during the term

of this Agreement will not be held against me, so long as I cooperate reasonably with IBOC to identify and engage the services of a successor principal supervisor.

- f. I acknowledge this Agreement will expire 5 years after the Effective Date if I have not completed and met all of the requirements for CTA certification published in the Handbook.
- g. If my field of specialization described in subsection d. above differs from my principal supervisor's, I must enclose the required exception or expansion document(s) 12.6.4 in the IBOC Handbook together with my application for CTA training.
- h. I acknowledge that neither IBOC nor the Principal Supervisor has given me any guaranty or assurance as to my certification as a CTA, and that it is my obligation and responsibility to learn, understand, and master all of the requirements established for CTA certification.
- i. I acknowledge that at any CTA Examination, the Examination Supervisor appointed by IBOC will make his/her determination in accordance with principles and protocols established by IBOC and the Professional Standards Committee of the ITAA, and as prescribed in the Handbook. In the event I disagree with the outcome of a written or oral CTA exam, I may avail myself of the appeal process outlined in the Handbook and agree that the decision of the IBOC's VP Professional Standards will be binding.

# 4. REPRESENTATIONS AND UNDERTAKINGS OF PRINCIPAL SUPERVISOR:

a. I am a (*tick one*):

Teaching and Supervising Transactional Analyst ("TSTA")

Provisional TSTA ("PTSTA") \_\_\_\_\_

in the following fields (*tick all that apply*):

Counselling \_\_\_\_\_ Education \_\_\_\_\_ Organizations \_\_\_\_\_ Psychotherapy \_\_\_\_\_

- b. I am a member in good standing of ITAA and, without prejudice to my right to resign, will renew my membership annually for the duration of this Agreement. I acknowledge that in the event I am not in compliance resulting from the lapse of my membership in good standing in ITAA during the term of this Agreement, it may jeopardize existing IBOC training agreements and my ability to sign future training agreements with IBOC. I understand that my failure to maintain ITAA membership in good standing at any time during the term of this Agreement will not be held against the Trainee.
- c. I have read and am familiar with the provisions of the Handbook as it relates to Certified Transactional Analyst ("CTA") training and acknowledge that it governs the training and testing protocol for CTA trainees, their supervisors, and IBOC.
- d. I agree to train and supervise the Trainee according to the guidelines and standards described in the Handbook and as prescribed by IBOC for CTA candidates from time to time. A copy of the agreement between the Trainee and myself specifying our financial arrangement for training and supervisory services is attached.
- e. I am aware of my responsibility to keep myself up to date with any changes related to IBOC standards or procedures concerning training and certification of CTA candidates.
- f. If my field of specialization differs from the Trainee's, I hereby enclose my exception or expansion document(s) 12.6.4 in IBOC Handbook.
- h. If I am required, for ethical or professional reasons, to suspend my supervisory services under this Agreement, I will promptly notify in writing the Trainee, my TSTA supervisor, if one is available, and IBOC's VP Professional Standards and Co-chairperson.

# 5. COMMITMENT OF TSTA SUPERVISOR (IF APPLICABLE)

a. I am an ITAA Teaching and Supervising Transactional Analyst (TSTA) with a specialization in the following field(s) (tick all that apply):

Counselling \_\_\_\_\_ Education \_\_\_\_\_ Organizations \_\_\_\_\_ Psychotherapy \_\_\_\_\_

b. I am a member in good standing of ITAA and, without prejudice to my right to resign, will renew my membership annually for the duration of this Agreement.

c. As principal supervisor of the above-named PTSTA Supervisor, I am aware of this Agreement, and I agree to assist the Trainee in the event a new Principal Supervisor needs to be found and engaged to assist the Trainee to timely complete requirements as a candidate for CTA certification.

# 6. TRAINING PLANS AND COSTS

Describe the Trainee's and Principal Supervisor's plans for training and supervision.

Estimate the overall cost for training and supervision as described in the attached agreement.

Estimate the IBOC fees and costs to be charged for administering this Agreement and any CTA examination to be administered to the Trainee.

# 7. **IBOC OBLIGATIONS**

As of the Effective Date, IBOC will place Trainee on its list of members in training. IBOC agrees to notify the Trainee promptly of any change in the membership status of the Principal Supervisor, or changes in CTA examination protocols announced by IBOC. Further, as soon as IBOC becomes aware of any changes in the Principal Supervisor's membership in ITAA, IBOC will notify the Trainee. The person signing this Agreement on behalf of IBOC is authorized to do so.

# 8. INTERPRETATION AND MISCELLANEOUS

This Agreement, together with the attachments enclosed herewith, is the entire agreement of the parties, and supersedes all prior understandings, agreements, promises, and discussions concerning the subject matter hereof. No modification or amendment to this Agreement will be effective unless it is written and signed by all parties. Neither this Agreement, nor any rights or obligations arising under this Agreement may be assigned or transferred to a third party, and any such attempted transfer shall be void. Trainee, Principal Supervisor and IBOC acknowledge and understand that this Agreement is governed by the laws of the State of California, USA, the Handbook and related IBOC rules, and Professional Standards enacted, from time to time, by ITAA. In the event of a dispute among or between any of the parties to this Agreement arising out of the interpretation or enforcement

of this Agreement, the parties agree to negotiate in good faith to resolve their difference amicably. The parties may resort to the use of a neutral mediator, whose fees will be shared equally among the parties, to facilitate a consensual resolution. Mediation may take place in an electronic chat room to minimize the inconvenience and expense to the parties. All dispute resolution negotiations, mediation or other proceedings shall take place in the English language unless all parties agree otherwise. The parties further acknowledge and agree that jurisdiction for any disputes arising out of or under this Agreement will lie solely in that the California Superior Court for Alameda County or the Federal District Court – Northern District situated in Oakland, California. The prevailing party or parties in any such proceeding will be entitled to recover a reasonable attorney fee in addition to any other relief awarded. NO PARTY TO THIS AGREEMENT SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES, INCLUDING LOST PROFITS, LOST DATA, LOST REVENUES AND LOSS OF BUSINESS OPPORTUNITY, ARISING FROM OR RELATING TO ANY BREACH OF THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

# Executed by the Parties as of the dates written below:

Trainee:			
	Signature	Date	
	Printed Name		
	Mailing Address	Email Address	Telephone
	City/State/Postal code/Country	National Association	
rincipal S	Supervisor:	Date	
	Printed Name		
	Mailing Address	Email Address	Telephone
	City/State/Postal code/Country	Nationa	al Association

e	Date
Email Ado	dress Telephon
ountry	National Association
Date*	Printed name
	Email Ado

\*Effective Date of Agreement