

Form to Enroll in a TIBI Course

Regulations for 501-C-3, non-profit educational corporations *require* keeping hard copies of certain forms. **To** enroll in a TIBI Course, **print out and fill in** this form. Enrollment initiates student membership automatically. **Keep** the other pages for your records, and **send this completed form, and your check,** to the Treasurer at this address:

Mr. Chris Cryer
TIBI Treasurer
406 North Meadow Drive
Ogdensburg NY 13669 USA

Check the box of the Course* you are enrolling in:

- | | |
|--|---|
| ✂ BEHG 100 <input type="checkbox"/>
✂ BEHG 110 <input type="checkbox"/>
✂ BEHG 210 <input type="checkbox"/>
✂ BEHG 211 <input type="checkbox"/>
✂ BEHG 330 <input type="checkbox"/>
✂ BEHG 340 <input type="checkbox"/>
✂ BEHG 350 <input type="checkbox"/>
✂ BEHG 405 <input type="checkbox"/> | ✂ BEHG 425 <input type="checkbox"/>
✂ BEHG 430 <input type="checkbox"/>
✂ BEHG 435 <input type="checkbox"/>
✂ BEHG 455 <input type="checkbox"/>
✂ BEHG 465 <input type="checkbox"/>
✂ BEHG 480 <input type="checkbox"/>
✂ BEHG 512 <input type="checkbox"/>
✂ BEHG 513 <input type="checkbox"/>
✂ BEHG 541 <input type="checkbox"/> |
|--|---|

To confirm your course selection, please write out the full course (number & title*):

BEHG-() _____

Next, read the remaining pages of this form.
*To acknowledge that you have read and agree with these pages, **sign** your name here:*

X _____

*The courses are described in the issues of the *Journal of Behaviorology* that are specified on the COURSES page under EDUCATION at www.behaviorology.org.

I enclose a check for the TOTAL:

US\$300 for an undergraduate course

OR US\$450 for a graduate course:

TOTAL enclosed: US\$ _____

(Make checks payable to TIBI.)

Name: _____

Address: _____

Your age, if under 18 years old:** _____

Phone #¹: _____

E-mail¹: _____

¹For clarification if needed. Not shared outside TIBI.

**** Parent or Guardian Signature if you are under 18 years old:** _____

TIBI Enrollment Agreement

This Agreement is between The International Behaviorology Institute (TIBI, or the "Institute") and the "Student." This Agreement shall become effective upon notification of the Student by the Institute that the Student has been accepted for admission by the Institute to enroll in TIBI courses toward TIBI Certificates.

NOW THEREFORE, in consideration of the covenants and premises contained herein, the sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Institute and the Student agree as follows;

1. OBLIGATIONS OF INSTITUTE

1.1 The Institute will **provide Student with course notes and assignments** in proper order for completion.

1.2 The Institute will **assign an instructor to provide guidance** and feedback as the Student proceeds with the coursework. Instructors will strive to respond to emails within three (3) days of receiving the email requesting help but under special circumstances, responding may take longer. Students that do not receive a reply within one (1) week, should check with their instructor and may also check with the Institute administrator to ensure that emails are getting through.

1.3 The instructor will **grade assignments** that they receive from Student via email or regular mail and communicate those grades to the Student along with any guidance that the instructor deems appropriate. Instructors will strive to return graded assignment documents within 2 weeks of receiving them; however, under certain circumstances it may take longer. Students that do not receive their graded assignment document within 3 week, should check with their instructor and may also check with Institute administrator to ensure that emails are getting through. Delays in email contact, and delays in receiving a graded assignment documents, will not constitute a breach of this agreement.

1.4 If an instructor becomes unavailable, the Institute will **find another instructor** to finish the course.

1.5 Upon completing the requirements for a Certificate, the Institute will **mail the earned Certificate to the Student**.

2. STUDENT REPRESENTATIONS AND OBLIGATIONS

2.1 The Student acknowledges and agrees that:

(i) The Student has completed high school, or the equivalent, for undergraduate courses, and has a Bachelors degree, or a Masters degree, for graduate courses.

(ii) The Student is capable of comprehending and communicating in written English at a minimum of a university level.

(iii) The Student is at least 18 years of age.

(iv) The Student is responsible for obtaining all required course texts/materials.

(v) The Student's continued enrollment with the Institute is conditional upon the Student's adherence to all the Institute policies and rules, including but not limited to academic progress, as well as complete compliance by the Student with this Agreement and the TIBI Ethics published on its web site and agrees to the enforcement requirements therein. Students or graduates in violation of these Ethics at any time may be expelled from the Institute or have their certificate revoked.

(vi) The student will conduct themselves professionally on any provided e-mail lists and in correspondence with their instructor or any Board or Faculty member or other student or certificate holder. Unprofessional conduct includes impoliteness or advocating against science. Notwithstanding anything else in this Agreement, the Institute is not under any obligation to provide an e-mail list or moderate any e-mail list provided, and shall not be liable to the Student or any third party for failure to do so.

(vii) The Student understands (a) that **the Institute is not accredited to grant college or university** course credits or degrees, and (b) that the Institute provides courses to enhance knowledge and skills supporting professional development in the natural science of behaviorology and its contingency engineering applications.

(viii) All course assignments must be completed and provided to the instructor before the stated due date. The time frame allowed can be found in the public course syllabus on the Institute's website, and starts on the date the welcome package is e-mailed to the Student. It is the sole responsibility of the Student to keep track of their due dates and complete assignments by deadlines.

(ix) The Student understands that the Institute is not responsible for lost Student assignments or materials. It is the sole responsibility of the Student to ensure that they retain backup copies of any and all assignments or other materials used in the courses.

(x) The Student agrees not to plagiarize or commit other forms of cheating in completing assignments and/or exams. Helping others cheat is considered cheating.

(xi) The Student agrees that they must not interact with a companion animal that is not their own as part of their coursework. This relates to course related activities and not to Student activities outside of the context of their coursework. Furthermore, the Student does not interact with their own companion animal as part of their studies in a way that may possibly promote a risk to the companion animal or any others or that might promote fear or other welfare concerns. It is vital that the Student's studies do not pose any risk to anyone. If the Student is in doubt on the application of this requirement to any assignment at any time, they should consult with their instructor before proceeding.

(xii) The Student understands that they are required to pass each assignment to pass a course and each course to earn a certificate. The Student will be provided opportunities to resubmit failing assignments according to policies published on the Institute's website.

(xiii) The Student understands that **the Institute does not provide refunds except as described in** policies published on the Institute's website.

(xiv) Course materials may be printed by the Student for the Student's personal educational study purposes. The materials may not otherwise be used in any other way by or distributed to any third party without the prior consent from the Institute. Any student or TIBI certificate holder found by the Institute, based on its investigation and judgment, to have violated this copyright will be expelled if they are a student, or have their TIBI certificate(s) revoked, and risk legal action.

3. PAYMENT TERMS

3.1 **Payment.** The Student pays the Institute in full for each course *prior* to being admitted to the course.

4. PERSONAL INFORMATION

4.1 The Institute will not sell or give personal Student information to any third party unless required to do so by law, or unless consented to by the Student. The Student hereby consents to the collection, use and disclosure of all personal information which the Institute is obligated to collect, use and disclose in order to comply with its legal obligations. Notwithstanding this, the Institute may provide, upon request, confirmation or disconfirmation of a Student's, former Student's, or TIBI certificate holder's relationship with the Institute, including whether they have or have not completed any particular courses or certificates.

5. OWNERSHIP OF INTELLECTUAL PROPERTY

5.1 The Institute owns the copyright and all other forms of intellectual property rights and protections that may now or hereafter be obtained for all materials used in any course, and for all materials contained on the Institute website and an any Institute provided e-mail list. Such intellectual property rights shall include, without limitation, all right, title and interest in and to all: (i) letters patent issued throughout the world; (ii) trade secrets, and all trade secret rights and equivalent rights arising under the common law, State law, Federal law, Provincial law and laws of foreign countries; (iii) mask works, copyrights, industrial designs, other literary property or authors' rights, whether or not protected by copyright, industrial design or as a mask work, under common law, state law, Federal law, Provincial law and laws of foreign countries; and (iv) proprietary indicia, trademarks, trade names, symbols, logos and/or brand names.

6. (Reserved.)

7. NO WARRANTIES

7.1 THE INSTITUTE MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE MATERIALS AND INSTRUCTION PROVIDED BY THE INSTITUTE TO THE STUDENT, OR WITH RESPECT TO THE RESULTS TO BE OBTAINED BY THE STUDENTS FROM THE USE OF SUCH MATERIALS AND INSTRUCTION OR WITH RESPECT TO INTERNSHIP PROVIDERS OR THAT ANY PARTICULAR INTERNSHIP PROVIDER WILL BE AVAILABLE. THE INSTITUTE DOES NOT REPRESENT OR WARRANT THAT AFTER COMPLETING THE INSTITUTE COURSES AND/OR ANY PRACTICUM OR SUPERVISED INTERNSHIP PROGRAM AND/OR BEING ENDORSED BY INSTITUTE WHERE AND WHEN THIS IS MADE AVAILABLE, THE STUDENT WILL BE LEGALLY QUALIFIED TO PRACTICE. THE INSTITUTE DOES NOT MONITOR DISCUSSIONS OR POSTINGS THAT OCCUR ON THE CLASS. PARTICIPATION BY THE STUDENT IN ANY PRACTICUM, SUPERVISED INTERNSHIP PROGRAM, AND IN THE CLASSROOM. IS AT THE STUDENT'S SOLE DISCRETION AND RISK.

7.2 THE INSTITUTE AWARDS TIBI CREDITS TOWARD TIBI CERTIFICATES. ANY OTHER CERTIFICATION REQUIREMENTS BY SOME PROFESSIONAL ASSOCIATIONS OR CERTIFYING BODIES IS AT THE SOLE DISCRETION OF THE CERTIFYING BODY OR PROFESSIONAL ASSOCIATION. IF A PROFESSIONAL ASSOCIATION OR CERTIFYING BODY ALLOWS OR DISALLOWS TIBI COURSE CREDITS OR CERTIFICATES AS PART OF THEIR OWN REQUIREMENTS, THE INSTITUTE WILL NOT BE LIABLE FOR SUCH USE.

8. LIMITATION OF LIABILITY

8.1 IN NO EVENT WILL THE INSTITUTE, ITS EMPLOYEES, INSTRUCTORS AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (COLLECTIVELY "DAMAGES") HOWEVER CAUSED ON ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DAMAGES CAUSED BY THE CONDUCT OF ANY PARTY IN THE CLASSROOM, OR IN ANY HANDS ON ASSIGNMENTS, PRACTICUMS OR SUPERVISED INTERNSHIP PROGRAMS, EVEN IF THE INSTITUTE IS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES. THESE LIMITATIONS SHALL

APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

8.2 Monetary Limitation. As a material condition of the Institute entering into this Agreement, and in regard to any cause of action arising out of or related to this Agreement including, but not limited to, claims of negligence, breach of contract or breach of warranty or otherwise, or any other claim whether in contract, tort or any other legal theory, the Student agrees that **THE TOTAL LIABILITY OF THE INSTITUTE SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID BY THE STUDENT TO THE INSTITUTE DURING THE CALENDAR YEAR PRECEDING THE DATE ON WHICH THE CAUSE OF ACTION AROSE.**

8.3 Relationship Between Student, Institute, and any Internship Provider. Internship providers operate completely independent of the Institute and any relationship between an Institute student or TIBI certificate holder and a recognized internship provider is completely between the intern and the provider. **IN NO EVENT WILL THE INSTITUTE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (COLLECTIVELY "DAMAGES") HOWEVER CAUSED ON ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DAMAGES CAUSED BY THE CONDUCT OF ANY PARTY IN RELATION TO INTERNSHIP PROGRAMS.**

8.4 Any hands-on assignments that require working with any animal, be they their own animal or that of another person, or consulting with any person is completely as the student's own risk. IN NO EVENT WILL THE INSTITUTE, ITS EMPLOYEES, INSTRUCTORS, AND AGENTS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (COLLECTIVELY "DAMAGES") HOWEVER CAUSED ON ANY THEORY OF LIABILITY, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, DAMAGES CAUSED BY THE CONDUCT OF ANY PARTY IN RELATION TO THE STUDENT WORKING WITH ANY COMPANION ANIMAL OR PERSON.

9. INDEMNITY

9.1 The Student agrees that it shall at all times promptly indemnify and hold harmless the Institute, its employees, instructors, and agents from and against any and all losses, liabilities, costs, damages, and expenses (including reasonable legal fees and disbursements) incurred by the Institute as a result of any claim, action, suit or proceeding brought against the Institute, its

employees, instructors or agents arising from or in any way connected to the actions or omissions of the Student.

10. GENERAL TERMS

10.1 Notice. All notices hereunder shall be in writing and shall be deemed effective upon receipt when delivered by hand, overnight delivery courier, by facsimile transmission, by e-mail transmission or when mailed by registered or certified mail (return receipt requested), postage prepaid, to the Parties at the addresses listed above (or at such other address for a Party as shall be specified by like notice).

10.2 Modifications. No amendment, changes to, or waiver of any provision of the Agreement shall be effective unless reduced to writing and signed by both Parties.

10.3 Waiver. The failure of the Institute to insist upon strict adherence to any term or condition of the Agreement on any occasion shall not be considered a waiver of any right thereafter to insist upon strict adherence to that term or condition or any other term or condition of the Agreement.

10.4 Severability. If any provision or part thereof of the Agreement is held to be invalid or unenforceable by a court of competent jurisdiction or an arbitrator(s), then the remaining provisions or parts thereof will nevertheless remain in full force and effect, and the Parties shall endeavor to give effect to the Agreement as originally contemplated before the provision or part thereof was held to be invalid or unenforceable to the maximum extent permitted by law.

10.5 Counterparts; Original Signature Copies. The Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures shall be treated as original.

10.6 Governing Law.

(i) If the Student resides in Canada, then the Agreement shall be governed by and construed in accordance with the laws of Canada and the Province of Ontario, as applicable, without regard to conflict of law provisions thereof. The Agreement shall be treated in all respects as an Ontario contract. **The Parties to the Agreement hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario in Ottawa, Ontario, and all courts competent to hear appeals therefrom.**

(ii) If the Student resides anywhere else, then the Agreement shall be governed by and construed in accordance with the laws of the United States of America, as applicable, without regard to conflict of law provisions thereof. The Agreement shall be treated in all respects as an American contract. **The Parties to the Agreement hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the United States of America, and all courts competent to hear appeals therefrom.**

10.7 Further Assurances. The Student will, at the request of the Institute and without charge, provided that the cost to the Student is reasonable under the circumstances, execute and deliver all such further instruments and documents as may be reasonably requested by the Institute to further confirm, carry out and otherwise accomplish the intent and purpose of the Agreement.

10.8 Force Majeure. The Parties shall be relieved from their obligations (other than the obligation to make payments) at any time upon the occurrence and for the duration of any act or event outside the control of the Parties which would render the performance of such obligations impossible, or by any event constituting force majeure, always provided that the Party so relieved of its obligations shall take reasonable steps to prevent, correct or amend such act or event which renders such performance of obligations impossible. After 90 consecutive or cumulative days of the suspension of Party's obligations due to force majeure, the other Party may terminate the Agreement.

10.9 Headings. The headings contained in the Agreement are for convenience and reference only and shall not in any way affect the meaning or interpretation of the Agreement.

10.10 Time of the Essence. Time shall be of the essence of this Agreement.

10.11 Inurement. The Agreement shall be binding upon and shall inure to the benefit of both Parties and their respective successors and permitted assigns. For the purposes of the Agreement, successors of a Party shall include any person, firm, corporation, or other entity which at any time, whether by merger, acquisition, purchase, or otherwise, shall acquire all or substantially all of the assets of that Party.

10.12 Interest. Any amount that is not paid to the Institute when due will bear interest until fully paid at the rate of the lesser of (i) one and one half percent (1.5 %), per month compounded monthly, or (ii) the highest rate permitted by applicable law. The Institute shall also be entitled to recover its costs and expenses, if any, incurred in collecting such amount. The Institute's entitlement to interest shall in no way effect the Student's obligations to make payments in accordance with Section 3, and the Institute's acceptance of such interest shall not be deemed to be a waiver of any of the Student's obligations respecting payments.

10.13 Assignment. The Student may not assign the Agreement.

10.14 Amounts in United States Dollars. Except as otherwise specified in the Agreement, all amounts stated in the Agreement are in United States Dollars.

10.15 Cumulative Remedies. Except as otherwise expressly stated in the Agreement, all remedies available to the Institute for breach of this Agreement, including equitable remedies, are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

10.16 No Rules of Construction. The Agreement shall not be interpreted in favor or against a Party on the basis of the existence or absence of legal representation in the case of either Party.

10.17 Entire Agreement. The Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter therein and supersedes all prior agreements, arrangements, negotiations, and representations, whether oral or written, relating to the subject matter thereof. The Student has not relied upon any representation, arrangement, understanding or agreement (whether written or oral, whether given by the Institute or the Institute's agents, employees, or instructors) not expressly set out in this Agreement.

10.18 Survival. Except as otherwise provided in this Agreement, the provisions of Sections 6, 7, 8, 9 and 10 shall survive the termination or rescission of the Agreement for any reason. Nothing in the Agreement shall be construed so as to extend or override a statutory limitation on the time within which any action or actions based on the Agreement may be brought.

10.19 Acknowledgement. Each Party acknowledges that it has read the Agreement, and each Party understands and agrees to be bound by its terms and conditions.

11. SIGNATURE

11.1 Your required signature on the first page of this form—the page that you fill out—attests that you have read all of the above AND that you understand and agree to all of the above.☺