HYPNOBIRTHING® INTERNATIONAL

#### **GOLD SEAL EDUCATOR**

## CODE OF ETHICS & STANDARDS





#### HYPNOBIRTHING® INSTITUTE

## CONTENTS

INTRODUCTION	3
YOUR AGREEMENT TO THE HYPNOBIRTHING INSTITUTE	4
DEFINITION	4
QUALIFICATIONS	4
CERTIFICATION	4
PRACTICE	5
MATERIALS AND INTELLECTUAL PROPERTY	6
USING THE WORD HYPNOBIRTHING	6
MARKETING	7
RENEWAL	7
TEACHING	8
DATA COLLECTION	8
WAIVERS / EXCEPTIONS	8
ACKNOWLEDGEMENT & ACCEPTANCE	8
EDUCATOR AGREEMENT	9

### CODE OF ETHICS & STANDARDS



#### PRACTICE OF EDUCATORS AFFILIATED WITH THE HYPNOBIRTHING INSTITUTE

The following Code of Ethics and Standards of Practice for Educators affiliated with the HypnoBirthing Institute have been developed in order to preserve the integrity of HypnoBirthing® International - The Mongan Method, and to assure its continuity. The intent is also to provide a guarantee to the public that any person wishing to enrol in HypnoBirthing classes, at any time, and in any place, can do so, with the assurance that their childbirth education meets the high standards of quality instruction set forth by the HypnoBirthing Institute. It ensures that the presentation they receive is in accordance with the prescribed course outline as defined within the official Educator's Syllabus. When signing your certification agreement, you are giving a commitment to upholding these codes and standards.

# YOUR AGREEMENT TO THE **HYPNOBIRTHING INSTITUTE**





#### DEFINITION

A Certified HypnoBirthing Childbirth Educator (HBCE) is defined as any person who has been trained by an authorized Faculty Member of the HypnoBirthing Institute and who maintains certification by meeting annual requirements for renewal of their affiliation with and by the HypnoBirthing Institute.

#### QUALIFICATIONS

Must attend and complete the following components in person: Hypnosis for Birthing and HypnoBirthing. The Birthing Basics component may be offered as an online component. Recognized prior learning may be granted for the Birthing Basics component only.

#### CERTIFICATION

A candidate will be granted a certification document and number only after:

- Completion of the official 32-hour HypnoBirthing Childbirth Educator training program taught by an authorized Faculty Member of the HypnoBirthing Institute.
- Submitting a successfully completed set of Certification Reviews.
- Signing the Educator's agreement to abide by the Code of Ethics and Standards.
- Completion of one Case Study (teaching of one couple).

Attendance at an Educator Certification class does not equate to automatic certification.

#### PRACTICE

- Only currently certified Educators may teach HypnoBirthing Childbirth Education. You may not teach with an Educator that is not certified.
- The Course must be taught in its entirety, clearly identified as HypnoBirthing International the Mongan Method in all materials.
- Pieces of HypnoBirthing®--The Mongan Method--may not be incorporated into other childbirth education programs.
- The course Syllabus must be taught in its entirety with no additions or deletions.
- You must be teaching the program using the most current syllabus/handouts/materials.
- Other paid services may never be a requirement of enrollment in a class, or required as an additional class. You may provide additional services, but must be provided apart from HypnoBirthing.
- You may not market or affiliate with another hypnosis-based childbirth education organization while affiliated with Mongan Method HypnoBirthing.
- HypnoBirthing classes are taught in a series of 5 weekly sessions of 2.5 hours

#### Exceptions which allow teaching full course over a shorter period of time:

Client is close to their birthing time - 35 weeks or more
Distance to be traveled is extreme

#### However:

 All material in Syllabus must be included
Material may be shifted if time is of the essence
These exceptions MAY NOT be advertised. The class may not be condensed for total time or substance.

• The program is to be delivered as a face to face group or private course only. No Educator has permission to make the program available online unless you have received written permission from our Executive Team. eg. COVID-19

#### Exceptions (and only with written permission from one of the Executive Team):

1.Distance to be travelled is extreme 2.There are no other Educators available to teach this client

- If photos/videos are taken during the course, or are taken of any HypnoBirthing clients, you must obtain express consent from relevant parties. If you are using any photos/videos online or within any marketing material, you must obtain written consent from the relevant parties.
- Collection of a registration form and signed enrollment agreement from each family before the beginning of the class series is mandatory. You are required to keep these records for 5 years.
- HypnoBirthing Educators will not provide counseling or medical advice as part of their classes.
- All HypnoBirthing Educators will work with fellow Educators on a collegial basis, rather than competitive basis.
  - 1.All Educators are equal and all provide a quality learning experience to parents.

2. There are no set fees for classes. Set your class fees so as to not undercut other local Educators.

3. There are no set territories for teaching classes.

#### MATERIALS AND INTELLECTUAL PROPERTY

The name HypnoBirthing® is a registered trademark, held by the HypnoBirthing Institute, and all of the HypnoBirthing program, syllabus, techniques and materials are the intellectual property of the HypnoBirthing Institute, and are copyrighted and protected under Federal and International Intellectual Property laws.

- As a certified Educator, you have the right to use and teach the materials as it is outlined in the syllabus, the Educator Handbook, and this document while your certification is current.
- If your certification lapses or is not renewed, you are not permitted to use/teach/distribute any of the program, syllabus, techniques or materials.
- The 5 units must be taught in their entirety and the program cannot be dissected in any way. This means that unless the 5 sessions are being taught in a parent class, none of the program/syllabus/techniques and materials can be used, taught, distributed separately or used in conjunction with another program.
- The program/syllabus/techniques and materials cannot be changed in any way without written permission from the HypnoBirthing Institute.
- Only the scripts included in the Parent Handout Spiral may be distributed to families.
- The scripts or recordings cannot be recorded by any Educator, Faculty Member or parent without the permission of the HypnoBirthing Institute.
- The program is to be delivered as a face to face (in person) course. No Educator has permission to make the program available online.
- None of the program, syllabus, techniques, scripts, materials or recordings may be translated without written permission from the HypnoBirthing Institute. Only approved translations may be used in the teaching of this program, and all translated materials remain the property of the HypnoBirthing Institute and should not be sold or distributed otherwise.
- Educators must provide a current HypnoBirthing® textbook, Rainbow Relaxation Affirmations recording and a Handout booklet to every client. These sets must be purchased directly from the HypnoBirthing Institute for each student.

#### **USING THE WORD HYPNOBIRTHING®**

Certified Educators are welcome to use the registered HypnoBirthing® trade name to market the HypnoBirthing® classes, products and techniques. It may not be used, however, for marketing any other product, service, class, or class aids.

As a certified HypnoBirthing Educator, your certification and the invitation to use our trade name does not constitute permission or authorization for you to act on our behalf, or to register the name, translate the materials, or act as a representative of the HypnoBirthing Institute in any matter without working in concert with the Institute and without written authorization from a member of the Executive Team.

If you live in a region where any and all businesses must be registered locally and you wish to incorporate the word HypnoBirthing® into your business name, you must receive written permission from the Executive Team before registering your business name, so that you are not acting in violation of patent, trademark, or contract law.

#### MARKETING

Educators currently affiliated with the HypnoBirthing Institute are the only persons authorized to use the name and logos of HypnoBirthing®.

Authorized persons may use the name and logo on promotional materials, business cards, advertising in print, radio, or television, or on appropriate class handouts and materials.

Educators must prominently display "Affiliated with the HypnoBirthing Institute" on electronic or printed marketing materials, including websites and social media.

Name and Logo may not be used on products created for distribution other than above unless approved by the HypnoBirthing Institute.

HypnoBirthing®—The Mongan Method--and HypnoBirthing techniques MAY NOT BE USED OR MARKETED, IN WHOLE OR IN PART, UNDER ANY NAME OTHER THAN HYPNOBIRTHING®. Your HypnoBirthing classes may be advertised within the structure of your other services, but must be a discrete offering, so labeled. Other services may not be included under the umbrella of HypnoBirthing.

#### RENEWAL

Affiliation is renewable on the anniversary month in which you received your certification.

Renewal notices will be emailed from the Institute at least one month prior to your anniversary month.

Educators who choose to remain inactive for a year may request to remain in an inactive status and submit a \$30 renewal fee.

#### Renewal requirements include:

- Re-read the current textbook within one month of renewal
- Read two books about birthing, pregnancy, hypnosis, parenting, maternal health or any other topic close to HypnoBirthing philosophy.
- A total of 15 Continuing Professional Development/Education Units to be earned every two years
- Re-read the HypnoBirthing Educator's Handbook and Statement of Ethics and Standards of Practice within one month of renewal
- Payment of current Annual affiliation fees
- Provide current census information

Renewal requirements will be completed by paying the annual affiliation fees. Random audits to verify compliance will be made. Maintain records of renewal requirements for at least five years.

#### TEACHING

Any Educator currently affiliated with the HypnoBirthing Institute may teach the HypnoBirthing Childbirth Education Class.

Only members of the HypnoBirthing® Institute Faculty may train Educators.

Only the HypnoBirthing® Institute may grant certifications to Educators.

Educators may present brief orientation programs (no longer than 1.5 hours) to interested groups. Any Educators wanting to present for a longer duration must receive permission in writing from the Executive Team of the HypnoBirthing Institute.

#### DATA COLLECTION

#### Prior to commencing the class series, each Educator is required to:

• Collect a completed registration form and signed agreement form from each family. As an Educator, you will maintain the registration information and enrollment agreement for each family you teach. You do not need to supply it to the Institute unless requested. These forms must be kept for 5 years.

#### At the end of each class series, each educator is required to:

- Give each client links to the online birth data report and online class/educator evaluation form.
- Submit a class report to the Institute.

#### **EXCEPTIONS/WAIVERS:**

Requests for exception or waiver of any of the articles in this agreement must be submitted in writing to the Executive Team of the HypnoBirthing Institute. Requests will be considered on an individual basis, and do not represent approval in perpetuity.

#### ACKNOWLEDGEMENT AND ACCEPTANCE

By signing the Educator Agreement, you are subject to compliance with all the terms, conditions, code of ethics and standards contained or referenced herein (The Code of Ethics and Standards). You acknowledge and agree that it is your responsibility to review these terms, conditions, code of ethics and standards of practice. We have the right in our sole discretion to terminate your certification, access to and use of our intellectual property should we consider your statements or conduct to be inaccurate, illegal, obscene, defamatory, threatening, infringing of intellectual property rights, invasive of privacy, injurious, objectionable, or otherwise in violation of these Terms, conditions, code of ethics or applicable law.

## EDUCATORS AGREEMENT



By signing the Application for Certification agreement during your training and by activating yearly re-certification and renewal of your affiliation with the HypnoBirthing® Institute you are confirming that you have read and understand the Code of Ethics and Standards for Practice and realize that if you should engage in any activities that are prohibited by word or by intent, in the paragraphs outlined in this Code, you do so with the knowledge that you may be violating copyright and trademark law and/or the principles of the HypnoBirthing® Institute and may be subject to revocation of your certification as a HypnoBirthing® Educator, as well as further legal remedies as may be allowed under law.

HypnoBirthing® Institute 27 Dunbarton Center Road Bow, NH 03304