

**AGREEMENT
FOR
CIRCLE OF SECURITY™
REGISTERED PARENTING EDUCATOR
AGENCY VERSION**

THIS AGREEMENT, made as of _____, between **COOPER, HOFFMAN & POWELL, LLC**, (“CHP”); _____, Agency Licensee (“Agency”); and, _____, Registered Parent Educator (“RPE”).

I RECITALS

[1] CHP is a holder of a United States of America Trademark for CIRCLE OF SECURITY™ which is registered under United States Patent and Trademark Office Registration No. 3,358,453. CHP also has created copy righted materials in various mediums which are utilized in teaching the CIRCLE OF SECURITY™ protocol (hereinafter “Licensed Property”).

[2] CIRCLE OF SECURITY™ is a proprietary program that has been trademarked and developed by CHP, for the purpose of assisting parents, foster parents, adoptive parents, stepparents, and other interested individuals (all of whom are hereafter referred to as “ caregivers”) who aspire to participate in the CIRCLE OF SECURITY™ Parenting Program to learn the dynamics of providing emotional security for children.

[3] Agency wishes employees to become RPE and to receive training and education to become certified by CHP as a teacher and facilitator of the Circle of Security™ Parenting Program.

[4] Agency desires to acquire the non-exclusive right to allow RPE to utilize Licensed Property so long as RPE remains associated with Agency.

[5] CHP is willing to provided the requested training and grant the requested non-exclusive license to use Licensed Property on terms and conditions provided for in this Agreement.

II CONSIDERATION

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged by the Parties, IT IS AGREED AS FOLLOWS:

III TERMS AND CONDITIONS

[1] Grant of License and Rights. After completing the training and certification provided for herein; and, subject to all the terms and conditions of this Agreement, CHP hereby grants Agency a limited, non-exclusive, non-transferable, non-sublicensable right to allow RPE to use the Licensed Property while presenting the CIRCLE OF SECURITY™ protocol to Caregivers. The Parties intend and agree that the limited license is owned by Agency and shall remain with Agency in the event RPE’s association with Agency ends. After separation from Agency, RPE may not continue to use the Licensed Property unless he or she enters into a separate Registered Parent Educator Licensing Agreement with CHP. Agency agrees that COS Parenting materials will only be used by a COS trained RPE. In instances where Agency replaces a trainer with a new employee the materials previously purchased may be utilized by the replacement employee once the employee completes COS Parenting training. In such a case the tuition for the training the replacement trainer will be \$300 less than the advertised fee.

[2] Reservations and Limitations. CHP retains all rights except those rights expressly granted and does not grant either Agency or RPE any other licenses or intellectual property rights.

[3] Limitations upon ownership of and use of CIRCLE OF SECURITY™ Programs and Materials. Once CHP confers Agency a revocable license to allow RPE to use CIRCLE OF SECURITY™ materials and serve as a Registered Parenting Educator, Agency and RPE agree that:

- (a) The materials provided are solely owned by CHP, as the Licensor of such materials and are protected by applicable copyright, trademark, and applicable intellectual property laws and international treaties. Agency and RPE have no ownership in these materials. Rather, Agency holds them as a licensee under the terms and conditions of this agreement.
- (b) Agency and RPE may only use the trademarked term CIRCLE OF SECURITY™ in the following manner in all advertising, announcements, handouts or the like.
 - (i) “Circle of Security Registered Parent Educator”, when describing his/her qualifications derived from CHP to teach CIRCLE OF SECURITY™ Parenting Program.
 - (ii) “Circle of Security Parenting” when describing the program.
- (c) Agency and RPE will not present the CIRCLE OF SECURITY™ Parenting Program as counseling, therapy, evidenced based intervention, or any term that implies psychological treatment or any mental disorder, diagnosis, or clinical parent child program.
- (d) Agency and RPE Will not give, sell or loan to any other person the materials whereby RPE was taught to become a CIRCLE OF SECURITY™ Registered Parenting Educator.
- (e) Agency and RPE Will not copy (partially or completely) the CIRCLE OF SECURITY™ Parenting DVD.
- (f) Agency and RPE Will not use the CIRCLE OF SECURITY™ Parenting Program for any research project, unless he or she has been provided written permission to do so by CHP.
- (g) Agency and RPE Will not incorporate materials (such as DVDs, manuals, handouts or similar presentation) from the CIRCLE OF SECURITY™ Parenting Program to create a manual for a parenting program.
- (h) Agency and RPE will not compete with Cooper, Hoffman & Powell, LLC anywhere in the world with the use of COS Parenting program. In the event this covenant not to compete is breached CHP shall have the right to enjoin the violation and recover damages equal to all gross revenues received by Agency and RPE in violation of this non-competition clause. The parties agree that CHP shall not be required to post a bond in connection with enforcement of this non-competition clause.

[4] Education, Training and Certification Fees. Agency agrees to pay CHP the sum of \$_____ to train, educate and certify RPE as a Registered Parent Educator of the CIRCLE OF SECURITY™ protocol.

[5] Licensing and Materials Fees. The limited license provided for in this Agreement together with DVD’s and written materials illustrating the CIRCLE OF SECURITY™ protocol will be provided upon RPE’s successful completion of training, education and certification as a Registered Parent Educator. Fees shall be charged in accordance with the CHP’s price list in effect at the time this Agreement is executed.

[6] Term and Termination.

(a) Term. The term of this Agreement and the license provided for herein shall commence upon execution of this Agreement by the parties and continue so long as RPE remains associated with Agency; unless, otherwise terminated under the terms of this Agreement.

(b) Termination. Either party may terminate this Agreement and the license at any time upon thirty (30) days written notice to the other party. In the case of a material breach of this Agreement by Agency or RPE, CHP may terminate the limited license immediately. Upon termination of the limited license Agency and RPE shall return all Licensed Property and materials to CHP. Further, upon termination of the limited license, RPE and Agency shall immediately cease and desist from further use of Licensed Property.

[7] Material Breach by Agency and/or RPE. Any of the following acts or omissions shall be deemed to constitute a material breach of this Agreement and the limited license provided for herein:

- (a) Impair or prejudice the integrity of the Licensed Property;

- (b) Superimpose, insert, transpose, merge or add anything to the Trademarks, or alter or distort it in any way;
- (c) Use of the Licensed Property in any manner which could be regarded as scandalous, derogatory, offensive, defamatory, obscene, immoral, racial, controversial or pornographic. Further, no part, feature or piece of the Trademarks, no matter how small, may be used or merged in connection with other marks, images or artwork so as to create a new impression which could be regarded as scandalous, derogatory, offensive, defamatory, obscene, immoral, racial, controversial or pornographic. The restrictions of use within this Section shall extend to all mediums, (e.g. physical, analog, digital, electrical, etc.) and shall not be restricted to physical goods or materials. Consistent with the restrictions of use within this Section, each Licensee hereby waives any and all defenses of freedom of speech with respect to its use of the Licensed Property;
- (d) Use of any term other than CIRCLE OF SECURITY™ in any Caregiver Education Class or to advertise or promote any parent or caregiver classes where Licensed Property is used as part of the curriculum;
- (e) The making of copies in any medium of the Licensed Property (other than Caregiver handouts for use by parents participating in the program);
- (f) Any representation or presentation by Agency or RPE that it, he or she is providing counseling, therapy, evidenced based intervention, or statement in any medium by Parent Educator that implies psychological treatment for any mental disorder, diagnosis, clinical or parent/child problem;
- (g) Any training or attempt by Agency or RPE to train another in use of the Licensed Property and/or associated protocols; and,
- (h) Allowing the used of Licensed Property in any class where a Registered Parent Educator is not personally present.

[8] Indemnification. Agency and RPE agree jointly and severally that they shall defend, indemnify, hold harmless and insure CHP, its members, employees and agents from any and all damages, expenses, or liability resulting from or arising out of their use of the Licensed Property and/or their negligence or misconduct.

[9] Limitation on Damages. Agency and RPE hereby agree and covenant that in any legal proceeding arising out of, or related to, the subject matter of this Agreement damages for any claim against CHP shall be limited to consideration paid by Agency and RPE for this Agreement.

[10] Attorney Fees and Costs. The prevailing Party in any legal proceedings or arbitration concerning the interpretation of enforcement of this Agreement shall be entitled to recover attorney fees and costs, including expert witness fees, travel expenses, court reporter fees and expenses of every sort and type incurred in the prosecution or defense of the arbitration or legal proceedings.

[11] Survival of Terms. All terms, conditions and obligations of the Parties to this Agreement which remain unsatisfied or which have not been performed shall survive the termination of this Agreement.

[12] Relationship of Parties. Agency and RPE are Independent Contractors. Nothing in this Agreement shall constitute, or be construed as constituting, a partnership, joint venture, employment relationship or other joint activity of either Agency or RPE with CHP.

[13] Joint Effort. Preparation of this Agreement has been a joint effort of the Parties and the resulting Agreement shall not be construed more severely against one of the Parties than against the other.

[14] Representations and Warranties of Parties. The parties represent to one another that they have the right and the ability to enter into this Agreement.

[15] Miscellaneous.

[a] Applicable Law. This Agreement shall be subject to the laws of the State of Washington, without giving effect to the principles of conflict of laws thereof. The Parties agree that any and all causes of action, whether or not arising under this Agreement, between the parties shall be brought exclusively in the Spokane County Superior Court, State of Washington.

[b] Entire Agreement. This Agreement is in lieu of and supersedes all prior agreements, representations, negotiations, or other understandings of the parties with respect to the subject matter hereof. This Agreement including this clause may not be amended or altered except in a writing signed by the authorized representatives of the Parties.

[c] Waiver and Severability. The waiver by either Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of the same or any other breach by either of the Parties to this Agreement, whether prior or subsequent. If any term or provision of this Agreement is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the legality, validity, or enforceability of the remainder of this Agreement shall not thereby be affected, and this Agreement shall be deemed to be amended to the extent necessary to delete such provision.

[d] Force Majure. Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or of any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party, provided; however, that the delay or failure in performance could not have reasonably been foreseen or provided against; and provided further that each party exercises such diligence as the circumstances may require.

[e] Warranty Disclaimers. CHP makes no warranties of any kind, express, implied or otherwise, including implied warranties of merchantability, fitness for a particular purpose, title, or non-infringement, with respect to its performance or any materials or services provided to Parent Educator in relation to this Agreement, and the entire risk as to CHP's performance and any such materials and services is assumed by Licensee. Without limiting the foregoing, CHP makes no representations or warranties as to the accuracy, completeness, or quality of the materials, and licensee's use thereof and reliance thereon is at Parent Educator's risk.

[f] Exclusion of Certain Damages. Neither party will be liable for any indirect, consequential, special, incidental, or punitive damages related to this Agreement, even if such party has been advised of the possibility of such damages in advance and even if any remedy fails of its essential purpose, regardless of the form of action and regardless of the legal theory on which liability is predicated. This does not apply, however, to any breach of Parent Educator's infringement or misappropriation of CHP's intellectual property or other proprietary rights.

[g] Dispute Resolution. The parties agree that any unresolved dispute arising under, or related to, this Agreement will be submitted to a single neutral qualified individual for mediation. Any issues not resolved through the mediation process shall be decided by Arbitration with the mediator serving as arbitrator. If the dispute proceeds to Arbitration the non-prevailing party shall pay all costs and reasonable attorney fees of the prevailing party as well as mediator/arbitrator fees.

[h] Assignment. Neither this Agreement nor any of the rights and obligations provided for herein are assignable by RPE without the prior written consent of CHP. CHP shall have the right to assign this Agreement to any successor in interest.

[i] Successors. The rights and obligations provided for in this Agreement shall inure to the benefit of and be binding upon the heirs, assigns and successors in interest of the Parties to this Agreement.

IN WITNESS WHEREOF THE PARTIES HAVE ENTERED INTO THIS AGREEMENT FOR CIRCLE OF SECURITY™ REGISTERED PARENTING EDUCATOR AGENCY VERSION, EFFECTIVE AS OF THE DATE FIRST SET FORTH ABOVE.

COOPER, HOFFMAN POWELL, LLC

AGENCY

Signature

Signature

Print Name

Print or Type Name and Title

Date

Date

RPE (1)

RPE (2)

Signature

Signature

Print or Type Name

Print or Type Name

Date

Date

RPE (3)

RPE (4)

Signature

Signature

Print or Type Name

Print or Type Name

Date

Date

[a] Notices. All notices which are required or permitted to be given under this Agreement shall be sent postage prepaid, by certified mail, by courier such as Federal Express, or by personal deliver, to the addresses set forth below.

If to Agency (Name & Address)

If to RPE (1) Name & Address RPE (2) Name & Address

RPE (3) Name & Address RPE (4) Name & Address

If to CHP: COOPER, HOFFMAN & POWELL, LLC
807 W. SEVENTH AVENUE
SPOKANE, WA 99204

The parties may, by written notice, designate other addresses and/or facsimile numbers for receipt of notices under this Agreement.