

**AGREEMENT
FOR
CIRCLE OF SECURITY™
REGISTERED PARENTING EDUCATOR
INDIVIDUAL PARENT EDUCATOR VERSION**

THIS AGREEMENT, made as of _____, between **COOPER, HOFFMAN & POWELL, LLC**, (“CHP”); 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] RPE to either previously has received or presently wishes to receive training and education to become certified by CHP as a teacher and facilitator of the Circle of Security™ Parenting Program.

[4] RPE desires to acquire the non-exclusive right to utilize Licensed Property.

[5] CHP is willing to provided the requested training and grant the requested non-exclusive license RPE 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 RPE a limited, non-exclusive, non-transferable, non-sublicensable right to use the Licensed Property while presenting the CIRCLE OF SECURITY™ protocol to Caregivers.

[2] Reservations and Limitations. CHP retains all rights except those rights expressly granted and does not grant RPE any other licenses or intellectual property rights. Without limiting the foregoing, RPE may not without CHP’s express written consent: (a) give, rent, lease, lend, or otherwise transfer Registered Parent Educator status to any other person or agency; (b) may not use the materials to teach others to teach caregivers (this prohibition shall extend to teaching others how to facilitate COS Parenting); (c) copy the Licensed Property or, (d) use the name

CIRCLE OF SECURITY™ to describe or advertise any other services provided or offered to the general public by RPE such as training, supervision or consultation.

[3] Limitations upon ownership of and use of CIRCLE OF SECURITY™ Programs and Materials.

Once CHP confers RPE a revocable license to allow RPE to use CIRCLE OF SECURITY™ materials and serve as a Registered Parenting Educator, RPE agrees 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. RPE have no ownership in these materials. Rather, RPE holds them as a licensee under the terms and conditions of this agreement.

(b) 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) 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) 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) Will not copy (partially or completely) the CIRCLE OF SECURITY™ Parenting DVD.

(f) 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) 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) RPE will not compete with Cooper, Hoffman & Powell, LLC any where in the world. 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. RPE 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 in compliance with the terms and conditions 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 RPE, CHP may terminate the limited license immediately. Upon termination of the limited license RPE shall return all Licensed Property and materials to CHP. Further, upon termination of the limited license, RPE shall immediately cease and desist from further use of Licensed Property.

[7] Material Breach by 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 RPE that 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 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. RPE agrees that he or she 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 his or her negligence or misconduct.

[9] Limitation on Damages. RPE hereby agrees and covenants 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 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. RPE is an Independent Contractor. Nothing in this Agreement shall constitute, or be construed as constituting, a partnership, joint venture, employment relationship or other joint activity of 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] 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	RPE Address listed with signature	If to Copper, Hoffman, & Powell LLC 807 W. SEVENTH AVENUE SPOKANE, WA 99204
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The parties may, by written notice, designate other addresses and/or facsimile numbers for receipt of notices under this Agreement.

[b] 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.

[c] 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.

[d] 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.

[e] 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.

[f] 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.

[g] 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.

[h] 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.

[i] 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.

[j] 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 INDIVIDUAL PARENT EDUCATOR VERSION, EFFECTIVE AS OF THE DATE FIRST SET FORTH ABOVE.

Cooper, Hoffmann & Powell LLC

Registered Parent Educator

Signature

Signature

Date

Print Name

Address _____
