AGREEMENT FOR

REGISTERED CIRCLE OF SECURITY® PARENTING™
INDIVIDUAL FACILITATOR

THIS AGREEMENT, made as of**_____,** between **COOPER, HOFFMAN & POWELL, LLC,** ("CHP"); and the Registered Circle of Security Parenting Facilitator ("RCOSPF") listed at the end of this contract. After completion of the CIRCLE OF SECURITY® Parenting™ DVD Training in _____.

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] RCOSPF who has 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] RCOSPF desires to acquire the non-exclusive right to utilize Licensed Property.

[5] CHP is willing to provide the requested training and grant the requested non-exclusive license RCOSPF 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 RCOSPF 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 RCOSPF any other licenses or intellectual property rights.

[3] Limitations upon ownership of and use of CIRCLE OF SECURITY Programs and Materials. Once CHP confers RCOSPF a revocable license to allow RCOSPF to use

CIRCLE OF SECURITY materials and serve as a Registered Circle of Security Parenting Facilitator, RCOSPF 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. RCOSPF have no ownership in these materials. Rather, RCOSPF holds them as a licensee under the terms and conditions of this agreement.

(b) RCOSPF may only use the trademarked term CIRCLE OF SECURITY in the following manner in all advertising, announcements, handouts or the like.
    (i) "Registered Circle of Security Parenting Facilitator", 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) RCOSPF 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 RCOSPF was taught to become a Registered Circle of Security Parenting Facilitator.

(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) RCOSPF will not compete using any materials from COS 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 RCOSPF 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.

(i) Registered Circle of Security Parenting Facilitator will not use DVD and materials to train professionals
    (i) Materials are designed for small interactive groups and not larger trainings
    (ii) Presenting to groups over 18 participants is considered a larger training
    (iii) If giving a presentation on a topic (i.e. attachment theory, early intervention, etc.) Circle of Security materials may be used (handouts, video, slides, etc.) must be less than 10% of materials used for the presentation
    (iv) Child care providers, teachers, foster parents, etc. are professionals who may find this material relevant. If presenting COS-P to groups such as this the focus of the training must be for participants to learn about personal family relationships. When COS-P is offered to professionals the program announcement must contain the following statement under the title
        i. "The focus of this workshop will be for participants to learn **Circle of Security Parenting©** for their own personal family relationships

and is not training participants to professionally use the materials or DVD."

[4] Education, Training and Certification Fees. RCOSPF agrees to pay CHP the sum of $_____ to train, educate and certify RCOSPF as a Registered Circle of Security Parenting Facilitator 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 RCOSPF's successful completion of training, education and certification as a Registered Circle of Security Parenting Facilitator. 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 RCOSPF 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 RCOSPF, CHP may terminate the limited license immediately. Upon termination of the limited license RCOSPF shall return all Licensed Property and materials to CHP. Further, upon termination of the limited license, RCOSPF shall immediately cease and desist from further use of Licensed Property.

[7] Material Breach by RCOSPF. 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 RCOSPF that he or she is providing counseling, therapy, evidenced based intervention, or statement in any medium by Registered Circle of Security Parenting Facilitator that implies psychological treatment for any mental disorder, diagnosis, clinical or parent/child problem;

(g) Any training or attempt by RCOSPF 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 Circle of Security Parenting Facilitator is not personally present.

[8] Indemnification. RCOSPF 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. RCOSPF 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 RCOSPF 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. RCOSPF 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 RCOSPF 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 RCOSPF: Address listed with signature

If to CHP: COOPER, HOFFMAN & POWELL, LLC
35 West Main Avenue
Suite #313
Spokane, WA 99201

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 Registered Circle of Security Parenting Facilitator 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 Registered COSP Facilitator'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 Registered COSP Facilitator'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 RCOSPF 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 WHERE OF THE PARTIES HAVE ENTERED INTO THIS AGREEMENT FOR CIRCLE OF SECURITY REGISTERED CIRCLE OF SECURITY PARENTING INDIVDUAL FACILITATOR VERSION, EFFECTIVE AS OF THE DATE FIRST SET FORTH ABOVE.

THIS AGREEMENT, made as of _____, between COOPER, HOFFMAN & POWELL, LLC, ("CHP"); and the Registered COSP Facilitator ("RCOSPF") listed at the end of this contract. After completion of the CIRCLE OF SECURITY Parenting DVD Training in _____.

COOPER, HOFFMAN & POWELL, LLC	**RCOSPF**
_____	_____
COS Partner signature	Signature
	_____
	Date
	_____
	Print Name
	Address _____
	_____
	_____

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	_____