

**REGISTERED CIRCLE OF SECURITY® PARENTING
INDIVIDUAL FACILITATOR AGREEMENT
Level I and II**

This Registered Circle of Security Parenting Facilitator Agreement (the “Agreement”), effective as of this DATE, is entered into by and between Circle of Security International, Inc, a Washington corporation (“COSI”), and the Registered Circle of Security Parenting Facilitator (“Facilitator”) listed at the end of this Agreement. COSI and Facilitator are collectively referred to in this Agreement as the “Parties.”

Background

A. COSI is an owner of and/or has an unrestricted license for the trademark and service mark rights associated with (i) the mark CIRCLE OF SECURITY®, (ii) the mark CIRCLE OF SECURITY PARENTING™, and (iii) several trademark registrations throughout the world including United States Trademark Registration Nos. 3,358,453 and 3,433,842 (collectively, the “Marks”).

B. COSI owns certain copyrighted materials in various mediums, including written materials and videos (available via stored media devices such as DVDs and streaming over the internet), which are utilized in facilitating the Circle of Security protocol (the “Materials”).

C. Circle of Security Parenting is a proprietary program that has been developed by COSI for the purpose of assisting parents, foster parents, adoptive parents, stepparents, and other interested individuals who interact directly with children (collectively referred to as “Caregivers”), who aspire to learn the dynamics of providing attachment security for children. COSP Classroom is an adaptation of the COSP program that has been developed specifically for early care professionals including teachers and childcare workers. For Facilitators interested in working with caregivers who are early care professionals additional online training is required.

D. Facilitator has either previously received or presently wishes to receive training and education to become registered by COSI as a facilitator of the Circle of Security Parenting program.

E. Facilitator desires to acquire a non-exclusive license to use the Marks and Materials (together, the “Licensed Property”).

F. COSI desires to provide training and education to Facilitator and to grant a non-exclusive license to Facilitator to use the Licensed Property subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Education, Training, and Certification.

1.1 Education, Training and Registration. COSI agrees to train, educate, and, if Facilitator qualifies after such training and education, register Facilitator as a Registered Circle of Security Parenting Facilitator of the Circle of Security Parenting program.

1.2 Fees. Facilitator has paid the registration fee for the training, education, and registration described above at the time of execution of this Agreement.

2. License.

2.1 License Grant. Subject to (i) the completion by Facilitator of the training and registration of Facilitator by COSI as provided for herein, (ii) the remaining terms and conditions of this Agreement, COSI hereby grants to Facilitator a limited, revocable, non-exclusive, non-transferable, non-sublicensable right to use the Licensed Property for the sole purpose of presenting the Circle of Security Parenting program to Caregivers (the “Services”). Notwithstanding the foregoing, nothing contained in this Agreement shall be deemed to provide Facilitator any proprietary right in or to the Licensed Property, which shall remain the sole and exclusive property of COSI.

2.2 Access to Online Materials. In conjunction with the license grant above, COSI may provide Facilitator with access to COSI’s website as a “member,” which provides online access to certain Materials. In such event, Facilitator shall not share his/her login credentials and may only use the online Materials solely in connection with the Services and in accordance with the website Terms of Use.

2.3 Reservation of Rights. Except as specifically granted herein, COSI reserves all right, title and interest it has in and to the Materials and the Marks.

3. Limitations on Use of Marks.

3.1 Marks Standard of Quality/Guidelines. In order to safeguard the integrity of the Marks and the goodwill represented and generated thereby as well as to properly maintain any government applications or registrations of the Marks, Facilitator shall, and does hereby agree and covenant to, use the Marks only:

- (a) in connection with the provision of the Services, which shall be provided at a high standard of quality at all times during the term of this Agreement;
- (b) in a trademark fashion (i.e. as a source identifier and set apart from any other text or pictures) to identify its Services;
- (c) in accordance with the specifications, directions and protocols furnished in writing to Facilitator by COSI from time to time, including the following protocols:
 - (i) Facilitator may only use the Marks in the following manner in all advertising, announcements, handouts or the like: (1) “Registered Circle of Security® Facilitator” when describing his/her qualifications derived from COSI to teach the Circle of Security Parenting program, and (2) “Circle of Security Parenting™” when describing the Circle of Security Parenting program.
 - (ii) No part, feature or piece of the Marks, no matter how small, may be used or merged in connection with other marks, images or artwork so as to create a new impression.
- (d) in accordance with the terms of this Agreement and for no other purpose other than as specified herein.

3.2 Periodic Examinations. Facilitator will permit duly authorized representatives of COSI to inspect any location where Facilitator uses the Marks as well as any printed or electronic uses of the Marks at any reasonable time during normal business hours to identify Facilitator’s Services for the purpose of determining compliance with this Agreement, and Facilitator shall cooperate with any such

requested inspection. Approval or disapproval of any proposed or existing use of the Marks by Facilitator shall lie solely in COSI's discretion. In the event Facilitator desires to use the Marks on or in association with goods or services in any way that is different than the use of the Marks by COSI at the time of this Agreement, such proposed use shall be described and submitted in writing to COSI for pre-approval and Facilitator shall not use the Marks in the desired way until written approval is received from COSI.

3.3 Use of Marks. Facilitator acknowledges and agrees that any and all use of the Marks will inure to the benefit of COSI and, upon written request from COSI, Facilitator will document its uses and related dates of the Marks. Facilitator also acknowledges that the Marks have acquired a valuable and goodwill with the public. Accordingly, Facilitator undertakes and agrees not to use the Marks in any manner whatsoever that would derogate or detract from the reputation of COSI or the Marks. Upon written request from COSI, Facilitator must also cease any use of the Marks specified in such written request.

3.4 Covenant Not to Register or Oppose. Facilitator hereby covenants not to directly or indirectly challenge (including to oppose or attempt to cancel) any rights of COSI to the Marks or to adopt or attempt to register any mark that is the same as or similar to the Marks in the United States or any foreign country. Neither Facilitator nor any of Facilitator's affiliates will, in any country, register or attempt to register as a trademark, service mark, the Marks, or any derivations, variations or adaptations thereof, or any word, symbol or design which is so similar thereto as to suggest association with or sponsorship by COSI. Also, neither Facilitator nor any of Facilitator's affiliates will, in any country, register, adopt or use any domain name, social media name/handle, or online designation without COSI's prior written approval.

3.5 Notification of Infringement. Facilitator shall promptly notify COSI of any and all infringements, imitations, unauthorized use or other illegal use or misuse of the Marks by any third party that comes to Facilitator's attention. As the owner of the Marks, COSI shall determine in its sole discretion whether to take any action to prevent any unauthorized use or misuse of the Marks or to bring any action relating to any such unauthorized use or misuse. Facilitator agrees to cooperate in any such action, including without limitation, providing evidence and joining as a party. Facilitator shall render all reasonable assistance in connection with any activity pertaining to the protection, enforcement or infringement of the Marks.

4. Limitations on Use of Materials.

4.1 No Sale or Distribution. Facilitator shall not give, sell, loan, or otherwise distribute in any manner to any other person the Materials.

4.2 No Copying. Facilitator shall not copy (partially or completely) any video (whether delivered via DVD or online) relating to Circle of Security or Circle of Security Parenting.

4.3 No Incorporation of Materials. Facilitator shall not use or incorporate any Materials for the purpose of creating a manual for a parenting program, new training materials or any other derivative work without the express written permission of COSI.

4.4 No Training of Professionals. Facilitator shall not use the Materials to train other professionals or providers ("Professionals"). For those interested in facilitating COSP with early care professionals, additional online training, in the form of the COSP Classroom Master Course, is required. This is not a train-the-trainer model.

4.5 Limit to Use of Materials. If Facilitator is providing a non-Circle of Security Parenting training or giving a presentation on a specific topic (i.e. attachment theory, early intervention, etc.), Materials may be used, (i.e. handouts, videos, slides, etc.), but the Materials used must be less than

20% of all of the materials used for the presentation or training. A one-hour overview or introduction to COSP™ for promotional purposes is exempted from this limitation.

5. Other Limitations.

5.1 No Implication of Other Services. Attending the COSP training does not allow Facilitators to present the Circle of Security Parenting program as counseling, therapy, or any other term that implies psychological treatment for any mental disorder, diagnosis, or clinical parent child program if they are not licensed to provide such services.

5.2 Research Projects. COSI supports free and independent research of the Circle of Security Parenting program. Facilitator may use the Circle of Security Parenting program and its related Materials for the purpose of researching and studying the Circle of Security Parenting program and its efficacy, with the expectation that Facilitator will allow COSI to review, support and coordinate such research efforts.

5.3 Non-Competition. Facilitator shall not, directly or indirectly, whether as owner, partner, investor, consultant, agent, employee, or otherwise, engage in any business that competes with COSI, nor shall Facilitator use the Materials in any way to compete with COSI. In the event of a breach by Facilitator of this Section 5.3, COSI shall have the right to enjoin such breach and recover damages equal to all gross revenues received by Facilitator in violation of this Section 5.3. The Parties agree that COSI shall not be required to post a bond in connection with enforcement of this Section 5.3.

5.4 Inappropriate Uses of Licensed Property. Facilitator shall not use any of the Licensed Property in any manner which could be regarded as scandalous, derogatory, offensive, defamatory, obscene, immoral, racial, controversial or pornographic.

5.5 Requirement of Facilitator Present. Facilitator shall ensure that no Licensed Property is used in any non-Circle of Security Parenting presentation or training without a Registered Circle of Security Parenting Facilitator being personally present.

5.6 Shortening or Condensing the Circle of Security Parenting Program. The Circle of Security Parenting program is designed to be delivered to groups, individuals or couples in a minimum of 8 weekly sessions. If a Facilitator delivers the program in less than the minimum of 8 weeks total and/or less than 8 sessions, s/he must let caregivers know that this is not the recommended protocol and must prominently use the word “**Abbreviated**” in the name of the training and in all advertisements of such trainings.

5.7 No Training of Others. Facilitator shall not train or attempt to train any other person in the use of the Licensed Property and/or associated protocols. Co-facilitators must be Registered Circle of Security Parenting Facilitators.

5.8 Remote Facilitation. The Circle of Security Parenting Program was designed for in-person facilitation and reflection. Fidelity to implementation of COSP has been limited to in-person facilitation. However, Facilitators may provide COSP remotely through use of video teleconference technology in accordance with the guidelines outlined in the *Remote Facilitation Decision Matrix* which provides guidance around adaptations to consider regarding the use of remote facilitation.

6. Term and Termination.

6.1 **Term.** The Term of this Agreement shall be one (1) year commencing on the date set forth above unless otherwise terminated as provided herein. This Agreement shall automatically renew itself under the same conditions set forth in this Agreement for additional one (1) year terms in perpetuity, unless terminated earlier pursuant to Section 6.2.

6.2 **Termination.** Either Party may terminate this Agreement at any time, with or without cause, by giving at least thirty (30) days written notice to the other Party. In the case of a breach of this Agreement by Facilitator, COSI may terminate this Agreement immediately. Upon termination of this Agreement, Facilitator shall return all Licensed Property to COSI. Further, upon termination of this Agreement, Facilitator shall immediately cease and desist from any further use of the Licensed Property. Any Termination of this Agreement shall terminate the license granted herein.

7. **Indemnification.** Facilitator agrees to defend, indemnify and hold harmless COSI and all of its affiliates, directors, employees and officers against any and all claims, suits or actions arising out of (1) a breach by Facilitator of any provision of this Agreement, (2) Facilitator's use of the Licensed Property, or (3) any act or omission by Facilitator.

8. **Limitation of Damages.** Facilitator 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 COSI shall be limited to consideration paid by Facilitator under this Agreement.

9. **Disclaimer of Warranties.** COSI 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 Facilitator in relation to this Agreement, and the entire risk as to COSI's performance of any such Materials and services is assumed by COSI. Without limiting the foregoing, COSI makes no representations or warranties as to the accuracy, completeness, or quality of the Materials, and Facilitator's use thereof and reliance thereon is at Facilitator's own risk.

10. **Attorney Fees and Costs.** In the event litigation is instated to enforce any provision of this Agreement, the prevailing party in such litigation shall be entitled to recover reasonable attorneys' fees and expenses incurred in such litigation in addition to any other recovery to which such party may be legally entitled.

11. **Survival of Terms.** Any payment obligations or any obligations relating to the return or destruction of Licensed Property shall survive any termination of this Agreement.

12. **Relationship of the Parties.** Facilitator is an independent contractor. Nothing contained in this Agreement shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent or master and servant, or employer and employee between the Parties or any affiliates thereof, or to provide either Party with the right, power, or authority, whether express or implied, to create any duty or obligation on behalf of the other party. Further, neither Party shall make any representations or statements relating to the other Party's services without the express, prior consent of the other Party.

13. **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 delivery, to the addresses set forth below:

If to: Facilitator

Address:

If to: Address:

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

14. Applicable Law. This Agreement shall be governed by 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 federal courts located in Spokane, Washington.

15. 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. In the event of any conflict or inconsistency between this Agreement and the Terms of Use for COSI's website, the website Terms of Use shall control.

16. 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.

17. Force Majeure. 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.

18. Exclusion of Certain Damages. Except for the damages discussed in Section 5.3, or any damages arising from the infringement or misappropriation of COSI's intellectual property or other proprietary rights, 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.

19. 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. If any issues are not resolved through the mediation process, either Party may initiate a suit in federal court located in Spokane, Washington.

20. Assignment. Neither this Agreement nor any of the rights and obligations provided for herein are assignable by Facilitator without the prior written consent of COSI, and any such assignment is void. COSI shall have the right to assign this Agreement to any successor in interest. 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.