

WISE GUYS® CERTIFIED PARTNER TRAINING AND LICENSE AGREEMENT

This Wise Guys Certified Partner Training and License Agreement (this “**Agreement**”), dated _____, 201__ (the “**Effective Date**”), is between Children’s Home Society of North Carolina, Inc., a North Carolina non-profit corporation (“**CHS**”) and [NAME OF AGENCY], a [STATE OF ORGANIZATION] [TYPE OF ENTITY] (the “**Agency**”).

Background

CHS has developed and maintains a healthy relationships program known as WISE GUYS (the “**Curriculum**”). The Agency is an organization that offers educational programming to youth, and desires to obtain from CHS certain training and support services and a license to use certain materials related to the Curriculum so that it may offer the Curriculum to members of the Agency’s community that the Agency serves (“**Clients**”). CHS desires to provide the services and license on and subject to the terms and conditions of this Agreement.

Agreement

Therefore, the parties agree as follows:

1. **CHS TRAINING AND SERVICES.** The Agency is engaging CHS to provide, and CHS agrees to provide, the following services:

1.1 Initial Training (Year 1). During the first year following the Effective Date, CHS will provide the following:

(a) *Kick-Off Training Session.* CHS will provide a, 2-day initial training, providing in-depth training and instruction on the Curriculum and best practices for teaching the Curriculum to Clients.

(b) *Coaching Calls.* CHS will provide up to six coaching telephone conference calls, three of which will be on a topic of choice of the instructor, and three of which will be tailored to the Agency’s site and needs.

(c) *Quarterly Webinars.* CHS will provide up to four, quarterly webinars on topics designed to expand and enhance the Agency’s use of the curriculum.

(d) *Assessment and Review.* As described below in **Section 2.4**, the Agency will provide regular feedback and data on outcomes and outputs with respect to the Agency’s activities offering the Curriculum in its community. CHS, in turn, will provide assessment and feedback on the Agency’s performance, through the following methods:

(i) a mid-year assessment;

(ii) a year-end review, including an end-of-year outcomes and outputs report based on data sent to CHS, delivered within 45 days of receipt of final data and records from the Agency; and

(iii) an on-site visit by CHS staff to assist in observation and support for its year-end assessment or a recorded teach back from each educator conducting the program.

(e) *Certificates*. At the conclusion and successful completion of these first-year activities, and assuming the Agency is otherwise in good standing under this Agreement, CHS will provide the Agency with an “Educator Certificate” and a certificate representing its “Certified Partner” status.

1.2 Renewal Year Training (Years 2-5). During each year following the first year of this Agreement, assuming the Agency is otherwise in good standing under this Agreement, CHS will provide the following:

(a) *Coaching Calls*. CHS will provide up to four coaching telephone conference calls per year.

(b) *Quarterly Webinars*. CHS will provide quarterly webinars on topics designed to expand and enhance the Agency’s use of the curriculum, up to a maximum of four per year.

(c)

(d) *Assessment and Review*. CHS will provide assessment and feedback on the Agency’s performance, through the following methods:

(i) one mid-year assessment per year; and

(ii) one year-end review per year, including an end-of-year outcomes and outputs report based on data set to CHS, delivered within 45 days of receipt of final data and records from the Agency.

(e) *Certificate Renewal*. CHS will provide annual renewals of the Agency’s “Educator Certificate” and “Certified Partner Certificate.”

1.3 Scheduling Training Sessions. All on-site, telephone and online webinar training sessions will be conducted at the place, at the times and using the “webinar” or conference line medium (as applicable) upon which CHS and the Agency mutually agree, in the case of any on-site training or consultation through the execution of a written Contract for Training / Consulting Services addendum in the form attached hereto as **Exhibit A**.

1.4 Wise Guys Kits. CHS will provide 1 Wise Guys Kit consisting of the following materials: educator manual, assessment tools, evaluation outcome instruments, program implementation instruments, and program output data tools. Additional Wise Guys Kits may be made available to the Agency at a cost of \$250.00 per Kit, plus shipping and handling charges. All content and materials included in such Wise Guys Kits constitute Wise Guys Materials (as defined below), are CHS’s sole and exclusive property, and are licensed (not sold) to the Agency subject to the license terms and conditions described in **Section 3** below.

1.5 Marketing Materials. CHS will provide certain marketing and promotional materials to the Agency for use in promoting the Curriculum in its community, such as a short Curriculum outline or abstract and designs for t-shirts and lanyards that may be provided to

participants at promotional events. All such marketing materials constitute Wise Guys Materials, are CHS's sole and exclusive property, and are licensed (not sold) to the Agency subject to the license terms and conditions described in **Section 3** below.

1.6 On-Going Support. Throughout the Term (as defined below), CHS will provide reasonable general telephone and e-mail support to the Agency during normal business hours (9:00 a.m. to 5:00 p.m., Greensboro, North Carolina time, Monday through Friday, but excluding CHS's holidays). CHS is not obligated to provide any support directly to the Agency's Clients, and will forward any such requests directly to the Agency for response. Additionally, CHS will provide electronic updates of the Wise Guys Materials that have been made available to the Agency, as such updates become available from time to time, to reflect revisions or additions made to such materials.

2. AGENCY RESPONSIBILITIES

2.1 Training. Unless otherwise agreed in writing by CHS, the Agency must complete the training activities described in **Sections 1.1** and **1.2** (except for any activities that are expressly described as "optional") in order to maintain its "Educator Certificate" and "Certified Partner" status.

2.2 Cooperation. The Agency will: (a) reasonably cooperate with CHS in all matters relating to the performance of the services described above; and (b) respond promptly to any CHS requests to provide information, approvals, authorizations or decisions that are reasonably necessary for CHS to perform such services in accordance with this Agreement.

2.3 Compliance with Laws. The Agency will comply with all applicable federal, state and local laws, rules and regulations pertaining to its use of the Wise Guys Materials and teaching of the Curriculum, and will maintain in effect all licenses, permissions, authorizations, consents and permits that it needs to in connection with any of the foregoing and the conduct of its business and operations.

2.4 Feedback and Data. The Agency will provide to CHS regular feedback and data on outcomes and outputs with respect to the Agency's activities offering the Curriculum in its community, including reporting of certain metrics at the intervals specified on **Exhibit B**.

3. WISE GUYS MATERIALS

3.1 Ownership of Materials. CHS retains, and will have, on an exclusive basis, all right, title and interest in and to any and all Wise Guys Materials, including all intellectual property rights in or relating to the Wise Guys Materials. "**Wise Guys Materials**" means the following: (a) training and instructional materials, participant assessment materials, writings, works of authorship, courses, videos, documentation, tools, concepts, research, methods, processes, techniques, know-how and ideas, in any form or media, in each case relating to the Curriculum, including, but not limited to the materials in each Wise Guys Kit provided to the Agency and the materials listed on **Exhibit C**, (b) records and documentation of any of the foregoing, (c) any of the foregoing that is owned by CHS as of the Effective Date, and (d) any new versions, updates, corrections, enhancements, revisions, improvements, modifications or derivative works

(“**Improvements**”) of any of the foregoing developed on or after the Effective Date (whether by CHS or by any other party, including the Agency). To the extent CHS develops Improvements of the Wise Guys Materials based upon ideas, suggestions or contributions submitted by the Agency to CHS, the Agency hereby assigns its rights to such ideas, suggestions or contributions to CHS, together with all intellectual property rights in or relating to such ideas, suggestions or contributions and, upon request by CHS, the Agency will execute any additional documents or agreements transferring any such rights to CHS. The Agency is not granted any express or implied right under this Agreement in the Wise Guys Materials except as specifically provided in **Section 3.2(a)** (and subject to the limitations in **Section 3.2(b)**). All other rights in and to the Wise Guys Materials are expressly reserved.

3.2 Grant of License to Materials.

(a) *License.* Subject to the terms and conditions in this Agreement (including CHS’s receipt of payment in accordance with this Agreement), CHS grants to the Agency during the Term a limited, non-exclusive, non-transferable right and license, with no right to grant sub-licenses, and solely within the United States and Canada, to (i) use the Wise Guys Materials, (ii) convey the content of the Curriculum, as embodied in the Wise Guys Materials, and (iii) make a reasonable number of copies of and distribute such copies of the Wise Guys Materials that are specifically labeled as “Toolkit” items in **Exhibit C**, in each case solely in connection with the Agency’s teaching and delivery of the Curriculum to Clients. For the avoidance of doubt, no right is granted to copy the Curriculum in its entirety or to copy any Wise Guys Materials other than those that are specifically labeled as “Toolkit” items in **Exhibit C**, and subject to the limitations and restrictions set forth in this Agreement.

(b) *Restrictions and Limitations.* The Agency must not, and must not permit any other person to, use the Wise Guys Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the preceding sentence, the Agency must not, except as approved in writing by CHS: (i) copy, modify, adapt, create Improvements of or create derivative works of the Wise Guys Materials (except as specifically provided in **Section 3.2(a)(iii)** above); (ii) rent, lease, lend, sell, sub-license, assign, distribute, publish, transfer or otherwise make available any Wise Guys Materials to any third party (except as specifically provided in **Section 3.2(a)(iii)** above); (iii) remove, delete, alter or obscure any trademarks, warranties or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from the Wise Guys Materials, including any copy of the Wise Guys Materials; (iv) access or use the Wise Guys Materials in any manner or for any purpose that infringes, misappropriates or otherwise violates any intellectual property right of any third party, or that violates any applicable law; (v) access or use the Wise Guys Materials for purposes of competitive analysis of the Wise Guys Materials, the development, provision or use of a competing curriculum or product or any other purpose that is to CHS’s detriment. The Agency must use commercially reasonable efforts to prevent unauthorized access to or use of the Wise Guys Materials.

3.3 Trademark License.

(a) *Ownership of Marks.* WISE GUYS, MAN ON A MISSION and all related names, logos, product and service names, designs and slogans (the “**Marks**”) are the trademarks of CHS. CHS expressly reserves its ownership rights in the Marks, and the Agency agrees that nothing in this Agreement may be construed as granting the Agency any right, title or interest in the Marks

other than the right to use the Marks in accordance with this Agreement. CHS may determine, in its sole discretion, whether or not to register or maintain any Marks.

(b) *License Grant.* Subject to the terms and conditions of this Agreement (including CHS’s receipt of payment in accordance with this Agreement) CHS grants to the Agency during the Term a limited, non-exclusive, non-transferable right and license, with no right to grant sub-licenses, to use the Marks solely within the United States and Canada and solely in connection with (i) the teaching, delivery, marketing, promotion and advertisement of the Curriculum in accordance with this Agreement, (ii) the Agency designating itself to the public as a “Wise Guys Certified Partner,” and (iii) any other purpose or use case that CHS has expressly approved in writing in advance, and for no other purpose. However, the Agency may only exercise its rights in clause (ii) above if the Agency has successfully completed (and is current in) all required training activities, as indicated by holding a valid “Certified Partner” certificate from CHS as described above.

(c) *Restrictions and Limitations.* The Agency must use the Marks only in such manner as will comply with the provisions of applicable laws and regulations relating to the Marks. The Agency agrees that it will not, directly or indirectly, challenge the validity of any Marks, or the right, title and interest of CHS in and to the Marks. The Agency must not use or register any mark that includes, or that is substantially identical to, resembles or is confusingly similar to the Marks without the prior written consent of CHS. All goodwill resulting from the Agency’s use of the Marks will inure to the benefit of CHS and, upon request by CHS, the Agency will execute any additional documents or agreements transferring any such rights to CHS. The Agency may not use the Marks in any way that will reflect negatively on CHS or on the goodwill associated with the Marks or otherwise dilute the value of the Marks. Any use by the Agency of the Marks will be subject to the reasonable trademark guidelines provided in writing by CHS.

(d) *Deficiencies.* Should CHS determine, in its sole discretion, that any use of the Marks is not in accordance with the quality control standards, terms and/or conditions of this Agreement, then CHS will notify the Agency of such failure or deficiency in writing. The Agency will have 30 days thereafter to satisfy CHS (in CHS’s sole discretion) that the Agency has fully corrected and remedied any such deficiencies.

4. FEES AND PAYMENT

4.1 Fees. In exchange for the services and license rights provided in this Agreement, the Agency will pay CHS, or will cause its Funding Organization to pay CHS, the following fees:

(a) *First Year.* \$[\$850.00] per person who attends the training for the first year in the Term, to be paid in full at the time of registration.

(b) *Renewal Years.* \$[\$250.00] per person per year for the remaining years in the Term, to be invoiced by CHS in advance within 30 days of each anniversary of the Effective Date. The Agency (or its Funding Organization, as applicable) shall pay such invoices in full within 30 days of receipt.

4.2 Expense Reimbursement. Additionally, the Agency will reimburse CHS, or will cause its Funding Organization to pay CHS, for reasonable travel expenses incurred by CHS in the course of performing the services described above, provided that CHS submits expense reports on

a form mutually agreeable to CHS and the Agency. CHS will invoice the Agency for such expenses in arrears, and the Agency (or its Funding Organization, as applicable) shall pay such invoices in full within 30 days of receipt. The parties agree that CHS's travel expenses for the initial training session described in Section 1.1(a) above are included in the first-year fee and will not be invoiced by CHS separately.

4.3 Payment Terms. The Agency must provide complete and accurate billing and contact information to CHS (including with respect to its Funding Organization, if applicable) and notify CHS of any changes to such information. All fees once paid are non-refundable. All amounts not paid in full by the applicable due date will be subject to a late payment charge equal to 1.5% per month, or (if lower) the maximum rate permitted by applicable law. The Agency (or its Funding Organization, as applicable) will be responsible for all federal, state, or local sales, service, use and excise taxes, and any other similar taxes ("**Sales Taxes**"), where applicable based on or arising from this Agreement (other than taxes based on CHS's income). Notwithstanding the foregoing, if the Agency notifies CHS in writing of certain fees which qualify for exemption from Sales Taxes, and if the Agency provides CHS with a copy of the applicable direct pay permit or exemption certificate indicating the same, then CHS shall not include Sales Taxes in the applicable invoice.

5. **TERM AND TERMINATION**

5.1 Term. Unless earlier terminated as provided below, the term of this Agreement will be for a period of five years, commencing on the Effective Date (the "**Term**").

5.2 Termination. This Agreement may be terminated:

(a) by CHS, effective on written notice to the Agency, if the Agency (or its Funding Organization, as applicable) fails to pay any amount when due under this Agreement, where such failure continues more than 10 days after CHS provides the Agency with written notice of such failure;

(b) by CHS, effective on written notice to the Agency, if the Agency has repeatedly failed to participate in the training activities described in **Sections 1.1** and **1.2** (except for any activities that are expressly described as "optional"), and fails to remediate within 60 days after CHS provides the Agency with written notice of such failure;

(c) by CHS, effective on written notice to the other party, if the Agency (i) fails to comply in any material respect with applicable laws, rules or regulations, or (ii) fails to fully correct and remedy any deficiencies pursuant to **Section 3.3(d)** within the allotted cure period;

(d) by the Agency at any time, without cause, effective upon 30 days' prior written notice to CHS;

(e) by either party, effective on written notice to the other party, if the other party materially breaches this Agreement and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; and

(f) by either party, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay its debts as they become due; (iii) becomes the subject of any voluntary or involuntary bankruptcy proceeding under any domestic or foreign bankruptcy or insolvency law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for, or consents to, the appointment of a trustee, receiver or custodian for a substantial part of its property.

5.3 Right to Suspend. Without limiting the foregoing, in the event of a breach that gives rise to the right by CHS to terminate this Agreement under **Section 5.2**, CHS may elect, as an interim measure, to suspend its performance hereunder (including, without limitation, the Agency's license rights under **Section 3**) until the breach is cured. CHS's exercise of its right to suspend performance shall be without prejudice to CHS's right to terminate this Agreement as provided in **Section 5.2**.

5.4 Effect of Termination or Expiration. Upon any expiration or termination of this Agreement:

(a) all rights, licenses and authorizations granted by either party to the other hereunder will immediately terminate;

(b) the Agency must immediately: (i) discontinue all use of all Wise Guys Materials and the teaching and delivery of the Curriculum to Clients, and (ii) and return to CHS or, at CHS's written request, destroy, all documents and tangible materials containing, reflecting, incorporating or based on Wise Guys Materials; and

(c) the Agency must as soon as reasonably practicable, but in any event within 30 days, destroy all marketing, promotional and advertising materials used by the Agency, including without limitation, any displays, signage, service literature, press releases, advertising, marketing materials and other promotional materials, that use one or more of the Marks in any medium including print, audio and video materials and websites.

5.5 Survival of Terms. The exercise of any right of termination under this Agreement will not affect any rights of either party (including rights to payment or reimbursement) that have accrued prior to the effective date of termination and will be without prejudice to any other legal or equitable remedies to which either party may be entitled by reason of such rights. In addition, the provisions set forth in the following Sections will survive termination of this Agreement: **Section 3.1** (Ownership of Materials), **Section 3.2(b)** (Restrictions and Limitations), **Section 3.3(a)** (Ownership of Marks), **Section 3.3(c)** (Restrictions and Limitations), **Section 5.4** (Effect of Termination), this **Section 5.5**, **Section 6** (Confidentiality), **Section 7.3** (Disclaimer of Warranties), **Section 8** (Limitation of Liability), **Section 9** (Indemnification), and **Section 11** (Miscellaneous).

6. CONFIDENTIALITY

6.1 Confidential Information and Representatives. In connection with this Agreement each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to **Section 6.2**, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that is the

Disclosing Party's confidential or proprietary information, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "'confidential.'" Without limiting the foregoing, all Wise Guys Materials are and will remain the Confidential Information of CHS and the terms of this Agreement are and will remain the Confidential Information of both parties. "**Representatives**" means, with respect to a party, that party's officers, directors, employees, consultants, agents, independent contractors, and legal and accounting advisors.

6.2 Exclusions. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) was or is independently developed by the Receiving Party without reference to or use of any Confidential Information; or (f) is disclosed as compelled by applicable law or governmental order, provided the Receiving Party so compelled first notifies the Disclosing Party and upon the Disclosing Party's request and at the Disclosing Party's expense cooperates in all reasonable respects to contest the disclosure or obtain a protective order or other remedy.

6.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) not disclose or permit access to Confidential Information other than to: (i) its Representatives who: (A) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement, (B) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this **Section 6**, and (C) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this **Section 6**; or (ii) in the case of the Agency as the Receiving Party and solely with respect to Wise Guys Materials as the Confidential Information, its Clients solely as necessary to (x) convey the content of the Curriculum, as embodied in the Wise Guys Materials, to Clients in connection with teaching and delivering the Curriculum to such Clients, and (y) distribute to Clients any tangible Wise Guys Materials that are specifically designed as Client-facing handouts in connection with teaching and delivering the Curriculum to such Client (in each case as otherwise consistent with its obligations under this Agreement);

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; and

(d) ensure its Representatives' compliance with and be responsible and liable for any of its Representatives' non-compliance with, the terms of this **Section 6**.

7. REPRESENTATIONS AND WARRANTIES

7.1 Mutual. Each party represents and warrants that it (i) is a duly organized, validly existing and in good standing under the laws of its state of organization; and (ii) has the power and authority to enter into this Agreement.

7.2 By CHS; Exclusive Remedy. CHS warrants that all services will be performed in a good and workmanlike manner in accordance with applicable industry standards and practices. THE AGENCY'S SOLE REMEDY AND CHS'S ENTIRE OBLIGATION AND LIABILITY FOR ANY BREACH OF THE WARRANTY IN THIS **SECTION 7.2** SHALL BE FOR CHS TO RE-PERFORM THE SERVICES AT NO COST TO THE AGENCY. This sole and exclusive remedy is available only if CHS is notified in writing within 30 days of the performance of such services that do not conform to the warranty set forth in this Section.

7.3 Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS **SECTION 7**, CHS'S SERVICES, THE WISE GUYS MATERIALS AND THE MARKS ARE PROVIDED "AS-IS." CHS MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE.

8. **LIMITATION OF LIABILITY**. CHS'S TOTAL AND CUMULATIVE LIABILITY FOR DIRECT DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT SHALL IN NO EVENT EXCEED THE FEES ACTUALLY PAID BY THE AGENCY TO CHS UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE APPLICABLE CLAIM. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, IN NO EVENT WILL CHS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS) EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

9. **INDEMNIFICATION**. The Agency will indemnify and hold CHS and its Representatives, successors and assigns (each, including CHS, the "**CHS Indemnitees**") harmless from and against all losses, damages, liabilities, deficiencies, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatever kind, including attorneys' fees as incurred by counsel of CHS's choice, the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers that are incurred by a CHS Indemnitee arising out of, or resulting from, any claim, demand, suit or proceeding made or brought by a third party alleging or arising from the Agency's (a) use of the Wise Guys Materials, or (b) breach of this Agreement.

10. **FORCE MAJEURE**. Notwithstanding any other provision of this Agreement, neither party will be liable for any failure to perform, or delay in performing, any particular obligations under this Agreement where the failure or delay arises from any cause or causes beyond its reasonable control, including without limitation fire, flood, earthquake, elements of nature, epidemics, communication line failures, power failures, acts of God, acts of war, terrorism, riots, civil disorders or rebellions ("**Force Majeure Event**"). In the event of a Force Majeure Event,

the parties agree to meet and discuss how to resolve the issue. This Section does not apply to any obligation to pay money or any obligation that is unaffected by the Force Majeure Event. For avoidance of doubt, in the event a party fails to perform its obligations as a direct result of a Force Majeure Event, such party shall not be deemed to be in breach of this Agreement during the duration of such Force Majeure Event.

11. MISCELLANEOUS

11.1 Further Assurances. On a party's reasonable request, the other party will, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, as may be necessary to give full effect to this Agreement.

11.2 Relationship of the Parties. The relationship between the parties is that of independent contracting parties. Nothing contained in this Agreement should be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party will have authority to contract for or bind the other party in any manner whatsoever.

11.3 Notices. All notices, instructions, requests, authorizations, consents, demands and other communications hereunder must be in writing and will be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); or (c) by certified or registered mail, return receipt requested (upon verification of receipt). In each case, such notices must be addressed to a party at such party's address set forth on the signature page to this Agreement (or such other address as updated by such party from time-to-time by giving notice to the other party in the manner set forth in this **Section 11.3**).

11.4 Entire Agreement. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

11.5 Assignment. The Agency may not assign, as a result of a change of control or by operation of law or otherwise, its rights or obligations under this Agreement without the prior written consent of CHS. This Agreement will be binding upon the parties and their respective legal successors and permitted assigns.

11.6 No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

11.7 Amendment and Modification; Waiver. No amendment to or modification of or rescission, termination or discharge of this Agreement is effective unless it is in writing signed by an authorized representative of each party. No waiver by any party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege arising from this Agreement will operate or be construed as a waiver

thereof; nor will any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

11.8 Severability. If any provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. On such determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto will negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

11.9 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflicts of law provision or rule thereof. Any legal suit, action or proceeding arising out of or related to this Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of North Carolina, in each case located in Greensboro, North Carolina, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding. Service of process, summons, notice or other document by mail to such party's address set forth herein will be effective service of process for any suit, action or other proceeding brought in any such court.

11.10 Equitable Remedies. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under **Section 3.1** (Ownership of Materials), **Section 3.2(b)** (Restrictions and Limitations), **Section 3.3(a)** (Ownership of Marks), **Section 3.3(c)** (Restrictions and Limitations), **Section 6** (Confidentiality) or **Section 9** (Indemnification) of this Agreement would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including in a restraining order, an injunction, specific performance and any other relief that may be available from any court of competent jurisdiction, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

11.11 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement

(Remainder of this page intentionally left blank; signature page follows.)

IN WITNESS WHEREOF, CHS and the Agency have executed this Agreement as of the Effective Date.

Children’s Home Society of North Carolina, Inc.

[Agency]

By: _____
Name: Rebecca Starnes
Title: Vice President, Programs and Quality Improvement

By: _____
Name: _____
Title: _____

Notice Information:
Children’s Home Society of North Carolina, Inc.
P.O. Box 14608
Greensboro, NC 27415

Notice Information:

Funding Organization of the Agency (complete only if applicable):

Name of Funding Organization: _____

Name of Funding Organization contact person: _____

Title of Funding Organization contact person: _____

Contact person telephone: _____

Contact person e-mail address: _____

Name of Funding Organization billing contact (if different): _____

Title of Funding Organization billing contact: _____

Billing contact telephone: _____

Billing contact e-mail address: _____

Funding Organization mailing / notice address: _____

Accurate and up-to-date billing and invoicing instructions for the Funding Organization must be attached to this Agreement or otherwise provided to CHS in writing, and the Agency must promptly notify CHS of any changes to such information.

Exhibit A

Form of Addendum: Contract for Training / Consultation Services

- 1) Ownership of Property:** The Agency will ensure there is no audio or video taping of any portion of any training or consultation provided under this agreement. The Agency acknowledges that all information, knowledge, tools, and materials provided to them as a result of this agreement are protected as CHS' intellectual property and shall not be trained, shared, or disseminated beyond The Agency's use for service delivery purposes.

Exhibit B

Feedback and Data

1. Wise Guys Program Output Numbers Report: The Agency will provide an update of the number of young men served in the program using the following timeline:

- 1st Quarter – July 1, 2018 – September 30, 2018 – Due October 1, 2018
- 2nd Quarter – July 1, 2018 – December 31, 2018 – Due January 7, 2019
- 3rd Quarter – July 1, 2018 – March 31, 2019 – Due April 5, 2019
- 4th Quarter – July 1, 2018 – June 30, 2019 – Due July 5, 2019

2. Educator Fidelity Monitoring: Each educator conducting the Wise Guys program must provide documentation on one program series every six months. This documentation must include a completed copy of the following:

- Attendance Sheet
- Program Record
- Fidelity Logs
- Client Satisfaction Surveys
- Educator Observation Tool by the Supervisor

3. Evaluation Data: The Agency will use the Wise Guys Evaluation Instruments included on the Wise Guys Toolkit or they will include the evaluation items found on the Wise Guys Certified Partner Survey to their existing instrument. All pre-test, post-test, and follow up data will be submitted electronically by the Agency on a yearly basis for analysis and within 30 days of completion of the agreement year.

Exhibit C

Wise Guys Materials

Wise Guys Male Responsibility Curriculums

Toolkit Materials consisting of:

- Parent Permission Form
- Man Box Photos
- Suggested Resources
- Attendance Sheet
- Client Satisfaction Survey
- Fidelity Log
- Program Record Form
- Sample Memorandum of Agreement
- Sample Letter of Understanding
- Student Agreement
- Evaluation Instruments
- Wise Guys Educator Competencies
- Educator Observation Tool
- Wise Guys Program Logo