



PASSPORT TO SUCCESS® CURRICULUM LICENSE TERMS AND CONDITIONS

1. Recitals.

- a) International Youth Foundation (IYF) has developed and administers a life skills educational program entitled PASSPORT TO SUCCESS® (the “PTS Program” or “PTS”) for youth (“trainees”) delivered and supported by certified adult trainers, coaches and/or master trainers (collectively, “Trainers”) who have been trained by IYF, which includes the PTS Program curriculum materials listed on the attached Exhibit 1 (the “Licensed Works”).
- b) Licensee desires to use the Licensed Works for teaching trainees within Licensee’s organization, and IYF desires to grant a license of the Licensed Works to Licensee for such use.
- c) The following terms and conditions apply to the use of International Youth Foundation’s Passport to Success® materials by the Client named in the Service Offer Letter and/or the License agreement. Both parties agree that the terms of the Service Offer Letter or the License Agreement along with these terms and conditions constitute the agreement (the “Agreement”). From time to time, IYF may update the website documents and the URL.

2. Conditions of License.

- a) This License confers upon Licensee the rights to:
 - i. Use the Licensed Works for teaching of the PTS Program to trainees enrolled by Licensee’s organization;
 - ii. Print or display authorized copies of the Licensed Works for use by Trainers and trainees of the PTS Program within Licensee’s organization. IYF will provide Licensee with appropriately Branded and Marked Licensed Works.
- b) This License does not confer upon Licensee the rights to do any of the following without the prior written consent of IYF:
 - i. Reproduce or distribute the Licensed Works to anyone other than for Trainers and trainees enrolled in the PTS Program within Licensee’s Organizations;
 - ii. post any portion of the Licensed Works on the Internet;
 - iii. edit any portion of the Licensed Works;
 - iv. adapt, create, develop, and/or implement any derivative works based, in part or in whole, upon the Licensed Works
 - v. re-name or alter the title of the Licensed Works or any trademarks appearing on the Licensed Works;
 - vi. use Licensee’s own names or trademarks in conjunction with Licensed Works, unless expressly permitted below; and/or
 - vii. sublicense the Licensed Works to any other entity
 - viii. sell or offer PTS to other entities not named in this license agreement without the express written approval from IYF.

3. Termination.

- a) *Grounds for Termination.* This Agreement may be terminated prior to its expiration date:
 - i. By mutual agreement of the parties;
 - ii. At IYF's discretion upon the material failure of Licensee to comply with any provision of this Agreement, if such noncompliance is not remedied within fifteen (15) days after receiving written notice from IYF of such default;
 - iii. Automatically if: (i) either party is adjudged bankrupt or insolvent, or (ii) all or a substantial portion of the assets of either party are transferred to an assignee for the benefit of creditors, to a receiver or trustee in bankruptcy.
- b) *Obligations upon Termination.* Upon termination of this Agreement, Licensee shall:
 - i. Promptly cease further use of the Licensed Works;
 - ii. At IYF's discretion, destroy or transfer to IYF all remaining inventory of the Licensed Works and all master copies and other digital copies;
 - iii. Provide a final report of the data requested in Exhibit 2.
 - iv. Upon request by IYF, provide a written statement that the steps above have been accomplished, signed by an officer of Licensee.
 - v. This section shall survive termination of this Agreement.

4. Copyright.

- a) *Ownership.* Licensee acknowledges the validity of IYF's ownership of all right, title, and interest in the copyright and other proprietary rights of the Licensed Works in the Territory and throughout the world. Licensee agrees not to challenge, contest, or assert any claim, or assist anyone else to challenge, contest, or assert any claim against, IYF's ownership the Licensed Works on any grounds in any forum. This section shall survive termination of this Agreement.
- b) *Protection of IYF Copyrighted Materials.* IYF, as owner of the Licensed Works, shall take those actions it, in its sole discretion, deems appropriate and necessary concerning registration, maintenance, or protection of such materials and shall bear all expenses associated therewith, including application fees, renewal fees, and all other legal or governmental fees. Licensee agrees to take such actions as are reasonably necessary to fully protect the rights of IYF in the Licensed Works.
- c) *Registration.* Licensee shall not seek copyright registration for any Licensed Works. Any attempted copyright registration of the Licensed Works in Licensee's name will be deemed to be done in trust for the benefit of IYF.
- d) *Infringements of Licensed Works.* Licensee shall promptly give notice in writing to IYF of any infringement of the Licensed Works that shall come to Licensee's knowledge and shall cooperate with IYF in seeking to end such infringement. In the event of infringement of any of the Licensed Works by a third party, IYF, in its sole discretion, shall determine whether to institute legal action, and the cost of any such litigation or protection of the rights granted by IYF herein shall be paid by IYF. If IYF declines to take any legal action against any alleged third-party infringer, Licensee shall be permitted to pursue legal action against the infringer in its own name and at its own expense in a manner which it deems proper.
- e) *Claims of Infringements By Third Parties.* Licensee shall promptly give notice in writing to IYF of any third party claims of infringement of copyrighted material by the Licensed Works, and shall cooperate with IYF in taking such action in response to such claims as deemed appropriate by IYF.

5. Trademark.

- a) *License.* IYF grants Licensee a limited license to use the PASSPORT TO SUCCESS® and INTERNATIONAL YOUTH FOUNDATION® trademarks (the “IYF Marks”) within the Territory solely: (a) in conjunction with the distribution of the Licensed Works pursuant to the license granted in this Agreement, and (b) to identify Licensee’s teaching of the PTS Program to Licensee’s own trainees.
- b) *Ownership.* Licensee acknowledges the validity of IYF’s ownership of all right, title, and interest in the IYF Marks in the Territory and throughout the world. Licensee agrees not to challenge, contest, or assert any claim, or assist anyone else to challenge, contest, or assert any claim against, IYF’s ownership the IYF Marks on any grounds in any forum. This section shall survive termination of this Agreement.
- c) *Protection of IYF Marks.* IYF, as owner of the IYF Marks, shall take those actions it, in its sole discretion, deems appropriate and necessary in regard to registration, maintenance, or protection of such marks and shall bear all expenses associated therewith, including application fees, renewal fees, and all other legal or governmental fees. Licensee agrees to take such actions as are reasonably necessary to fully protect the rights of IYF in the IYF Marks.
- d) *Registration.* Licensee shall not seek trademark registration for any IYF Marks. Any attempted trademark registration of the IYF Marks in Licensee’s name will be deemed to be done in trust for the benefit of IYF.
- e) *Infringements of IYF Marks.* Licensee shall promptly give notice in writing to IYF of any infringement of the IYF Marks that shall come to Licensee’s knowledge and shall cooperate with IYF in seeking to end such infringement. In the event of infringement of any of the IYF Marks by a third party, IYF, in its sole discretion, shall determine whether to institute legal action, and the cost of any such litigation or protection of the rights granted by IYF herein shall be paid by IYF.
- f) *Claims of Infringements By Third Parties.* Licensee shall promptly give notice in writing to IYF of any third party claims of trademark infringement by the IYF Marks, and shall cooperate with IYF in taking such action in response to such claims as deemed appropriate by IYF.

6. Indemnification.

- a) Licensee shall indemnify and hold harmless IYF and its officers, directors, employees and representatives from and against any claim, loss, liability, damage, obligation, cost or expense (including, without limitation, reasonable costs and attorneys’ fees) that IYF might incur in connection with any third-party claim, action or proceeding arising out of or relating to Licensee’s use or misuse of the Licensed Works and/or any breach of this Agreement. This section shall survive termination of this Agreement.
- b) IYF shall under no circumstances be liable to licensee for incidental, consequential, special or punitive damages, or lost or imputed profits and/or royalties, arising out of this agreement or its termination or expiration, whether for breach or alleged breach of a representation or any obligation arising there from or otherwise, whether liability is asserted in contract or tort, and irrespective of whether IYF has been advised of the possibility of any such loss or damage. Licensee waives any claim that these exclusions deprive licensee of any adequate remedy.

7. Conflict Resolution.

- a) If a dispute arises under this Agreement, the parties shall use their best reasonable efforts to resolve the dispute through good faith negotiation and in a spirit of consultation and mutual cooperation, including through escalation first to applicable party’s organization to its most senior management personnel prior to any legal action being pursued. In the event that a resolution cannot be achieved

using such mechanisms, then any dispute under this Agreement shall be submitted to confidential arbitration proceedings governed by the Commercial Arbitration Rules of the United States Chamber of Commerce. The arbitration shall be conducted in Baltimore, Maryland, USA in the English language. Subject to any terms contained in this Agreement limiting or excluding damages, the arbitrator may award any relief that the arbitrator deems proper, including but not limited to equitable relief, provided that no award of exemplary, special, consequential or punitive damages shall be permitted. The award shall be final and binding and enforceable in any court of competent jurisdiction. The terms of this section shall continue in full force and effect subsequent to and notwithstanding the termination of this Agreement.

- b) Nothing in this Section will prevent a party from resorting to judicial proceedings if the dispute involves intellectual property rights, or if interim relief from a court is necessary to prevent serious and irreparable injury to that party or to others. This section shall survive termination of this Agreement.

8. Miscellaneous Terms.

- a) This Agreement does not create a joint venture, partnership or other form of business association between the parties. The parties are and shall be deemed independent contractors.
- b) The terms and conditions of this Agreement shall be governed by and construed in accordance with the laws of the State of Maryland, United States of America, except that all terms and conditions of this Agreement pertaining to copyright and trademark rights shall be governed and construed by the federal laws of the United States of America.
- c) Should any part, term or provision of this Agreement be declared invalid, void or unenforceable, all remaining parts, terms and provisions hereof shall remain in full force and effect and shall in no way be invalidated, impaired or affected thereby.
- d) This Agreement shall be binding upon and shall inure to the benefit of the parties, their legal representatives, successors and assigns.
- e) Neither party shall have the right to assign its interests in this Agreement to any other party without the prior written consent of the other party.
- f) This Agreement or any section thereof shall not be construed against any party due to the fact that the Agreement or any section thereof was drafted by such party.
- g) The failure of either party to partially or fully exercise any right or the waiver by either party of any breach, shall not prevent a subsequent exercise of such right or be deemed a waiver of any subsequent breach of the same or any other term of this Agreement.
- h) The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretations of this Agreement.

Exhibit 1

PASSPORT TO SUCCESS® Licensed Works

Below is a list & descriptions of each licensed work.

The Passport to Success® Licensed Works available to Licensee consists of:

- a. *PTS Curriculum*. The Standard PTS Curriculum consists of up to 80 life skills lessons. Licensee will receive a curriculum manual containing the selected number of lessons.
- b. *Trainer's Guide*. Resource for Trainers in how to deliver the Passport to Success® lessons in a consistent and high quality manner.
- c. *Trainee Handbook*. Handbook for youth participants to use to reflect on specific life skills, respond to questions, and refer back to key points discussed during the lessons. Trainee Handbook will contain the same lessons as selected by Licensee for the PTS Curriculum.
- d. *PTS "Certificate of Achievement" for Youth*. Certificates issued to youth participants in PTS training courses following successful completion of a minimum of 80% of the assigned PTS instructional hours.
- e. *PTS Certificates for Trainers and Coaches*. Certificates issued to adult participants upon successful completion of PTS Training of Trainers and Coaches workshops to verify training participation and upon completion of all PTS certification requirements to convey full certification as a PTS Trainer or Coach.
- f. *Basic Monitoring & Evaluation Tools*. These simple and useful tools can be administered by Licensee to , collect data, and analyze program results.