

CHILDREN FIRST FOUNDATION, INC.
LICENSE AGREEMENT

Parenting Education Program

THIS AGREEMENT made and entered into as of this ____ day of _____, by and between CHILDREN FIRST FOUNDATION, a not-for-profit corporation, hereinafter referred to as the Licensor, and the service provider _____, hereinafter referred to as the Licensee (provider serving in the state of _____, the _____ Judicial Circuit(s), and specifically the counties of: _____).

WITNESSETH:

WHEREAS, the Licensee desires permission to obtain the exclusive license to operate the *Children First Parenting Education Program* within the specifically designated area(s) listed above.

WITNESSETH:

WHEREAS, the Licensor is willing to grant the Licensee such permission on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual covenants of the parties, it is hereby agreed as follows:

1. The Licensor hereby grants the Licensee the exclusive rights to operate the *Children First Parenting Education Program* within the specifically designated area referred to above, and to use the name of such. It is understood that the licensee has been approved and appointed by the local circuit court.
2. The Licensee agrees that it will:
 - (a) Use only the *Children First Parenting Education Program* for parenting instruction. Permission must be granted from both the presiding judge and the Licensor to change the curriculum or alter it in any way.
 - (b) Monitor and control utilization of the program consistent with the guidelines and requirements delineated by the Licensor, the presiding judge, this license agreement, and professional standards of service.
 - (c) Conduct program sessions using moderators that possess at least a Master's Degree (or equivalent experience as determined by the Licensor) in a relevant profession from an accredited college or university.
 - (d) Pay an annual license renewal fee of \$200, due July 1st of each year (to be invoiced by the Licensor).
 - (e) Purchase the Children First Parenting Education Curriculum. The Product Order Form is attached and incorporated herein (costs are subject to change and include shipping and handling).
 - (f) Pay a semi-annual service fee based on the populations of the counties served, due January 1st and July 1st of each year (to be invoiced by the Licensor). The fee schedule is attached and

incorporated herein. The Licensor shall not be entitled to any portion of the fees accessed to and/or collected from the program participant(s) by the Licensee/service provider.

- (g) Provide the *Children First Parenting Education Program* to all licensed service areas, as indicated and outlined in the License Agreement (i.e., if necessary, Licensee may employ third-party contractors to cover service areas). If the Licensee is unable to provide services to a service area it covers for a period of 6 months, the Licensee must relinquish the service area (i.e., counties, circuit), only if the Licensor is contacted by other interested providers, requesting licensure to provide services there.**
- (h) Submit a list (w/contact information) of any and all of its ‘subcontractors’ to Children First Foundation, within 60 days of acquisition. The Licensee is responsible for purchasing and distributing all *Children First Parenting Education Program* resources and materials (to include moderator curriculum guide(s), DVDs, and handouts) to each of its ‘subcontractors’. Any contract and/or payment arrangements/agreements that exist between the Licensee and its ‘subcontractors’ shall be determined and enforced by the Licensee.**
- (i) Indemnify and save harmless Children First Foundation, its directors, officers, and agents, against any and all losses, damages, recoveries, costs, attorneys’ fees, and expenses for injury to or death of any person or persons whomsoever, or loss or destruction of or damage to any property whatsoever (including both parties hereto and their employees and property) arising from or growing out of, directly or indirectly, the institution or operation of the *Children First Parenting Education Program*.**
- (j) Pay to the Licensor any cost of litigation, including reasonable attorney’s fees incurred in the enforcement of this agreement.**

3. Any violation of the provisions and requirements of this agreement by the Licensee, entitles the Licensor to terminate the license with forfeiture of fees. The Licensor will provide thirty (30) days written notification of intent to terminate and will specify reason prompting the termination. Either party wishing to amend the terms of the license must notify of such action sixty (60) days prior to termination date.

4. This contract is entered into in St. Clair County, Illinois and shall be construed in accordance with and governed by the laws of the State of Illinois (USA).

IN WITNESS THEREOF, the parties here to have executed this agreement by their proper officers, thereunto duly authorized as of the day and year first above written.

Signatures:

Date: _____

**CHILDREN FIRST FOUNDATION:
“LICENSOR”**

BY _____
Executive Director

Date: _____

SERVICE PROVIDER: “LICENSEE”

BY _____
Official Representative