

## LEAP PROGRAM LICENSE AGREEMENT

This Agreement, dated \_\_\_\_\_, is between Mather LifeWays and \_\_\_\_\_ (“Customer”).

1. This Agreement is for one year from the date of execution. Provided that Customer is not in breach of the terms and conditions herein, Customer shall have the right to renew for additional terms of one (1) year.
2. This Agreement applies to the LEAP Program (consisting of two modules) ordered by Customer and accepted by Mather LifeWays on and after the date of this Agreement.
3. Mather LifeWays grants to Customer a nonexclusive and nontransferable License to use Mather LifeWays’ LEAP Program (including training procedures, participant materials, and other materials in print and other media) ordered by Customer and accepted by Mather LifeWays during the term of this Agreement to train Customer’s employees within one (1) of its facilities. A separate Program License Agreement must be established between Mather LifeWays and each additional facility owned and operated by Customer. Customer shall be responsible for each facility’s compliance with this Agreement.
4. To help Customer obtain optimum training results, Mather LifeWays requires that instructors delivering the LEAP Program receive prior certification through the LEAP Train-the-Trainer program as authorized “LEAP Specialists”. Customer agrees to use Mather LifeWays’ videos only with the corresponding participant materials.
5. Customer acknowledges that Mather LifeWays is the proprietor of all rights, including copyrights and trademarks, in the LEAP Program. Customer may not reproduce the following components of the LEAP Program, in whole or in part, in any form or medium now known or hereafter invented or created, without Mather LifeWays’ written consent (trainer manual, video, overheads, PowerPoint presentations, and CD-Rom disk). Customer may reproduce multiple paper copies of the following files (on the CD-Rom disk): participant manual, evaluation surveys, policy and procedure forms, and job description templates. Customer may not reuse or resell the LEAP Program or create derivative works (to create a new program or otherwise) without Mather Lifeways’ written consent.
6. Customer agrees to pay a registration fee, which includes the cost of the participant materials, for each participant in the Train-the-Trainer workshop. This fee entitles an individual to participate in the 2-day Train-the-Trainer workshop and to receive and retain one set of participant materials for use in one facility only. Customer may not use LEAP Programs, in whole or in part, to train nursing staff in more than one (1) facility. If Customer trains nursing staff in more than one facility, Customer agrees to pay Mather LifeWays one and one-half times the fee for participant materials, applicable at the time of such payment as compensation for training each additional individual.
7. LEAP Train-the-Trainer workshops that are rescheduled or cancelled by Customer with less than fifteen (15) business days written notice shall incur the following fees: 50% of the total price for LEAP workshop registration.
8. Registration payments are due in full within thirty days of Mather LifeWays’ invoice date. A finance charge of 1-1/2 % each month (18% APR) shall be assessed on the unpaid balance for all days following the invoice due date. Failure to comply with the terms of payment without reasonable notice of a good faith dispute shall entitle Mather LifeWays to suspend delivery of the services until such terms are met.
10. Registration fees are not refundable. Program materials in any medium may not be returned for refund or credit without prior written permission. In the event of an authorized return, Customer agrees to pay all freight charges plus a restocking fee equal to 15% of the invoiced price. Authorized returns must have a return authorization number to be accepted.
11. In performing services for Customer, Mather LifeWays will be acting at all times as an independent contractor and not as an agent or employee of Customer’s organization.
12. This Agreement supersedes the terms and conditions of any purchase order submitted at any time by Customer, whether before or after the date of this Agreement.
13. MATHER LIFEWAYS WARRANTS THAT THE PROGRAM MATERIALS WILL NOT INFRINGE OR OTHERWISE VIOLATE ANY PATENTS, COPYRIGHTS, TRADEMARKS OR TRADE SECRETS OF ANY THIRD PARTIES.
14. This Agreement shall be governed by and constructed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles thereof, regardless of its place of execution or performance. This Agreement contains a complete statement of all the arrangements between the parties with respect to the subject matter hereof, supersedes all existing Agreements between the parties regarding the subject matter, and cannot be changed except by an amendment signed by both parties.

**LEAP PROGRAM LICENSE AGREEMENT (continued)**

Please indicate whether the following conditions apply:

↑	Purchase Order required with every order.
↑	Tax Exempt (in the State of _____). Please submit tax exempt certificate with Agreement.

BILLING INFORMATION	SHIPPING INFORMATION
Customer _____	Customer _____
Billing Contact: _____	Attention: _____
Street Address: _____	Street Address: _____
City/State/Zip: _____	City/State/Zip: _____
Phone Number: _____	Phone Number: _____
AUTHORIZED CUSTOMER SIGNATURE	AUTHORIZED MATHER LIFEWAYS SIGNATURE
Print Name: _____	Print Name: <u>Janis Engelsman</u>
Title: _____	Title: <u>Program Manager</u>
Signature: _____	Signature: _____
Date: _____	Date: _____

Upon Customer signature, please return two originals to your Account Executive or Contract Management for signature. One original Agreement will be mailed to Customer, and one original needs to be mailed to Mather Institute on Aging at:

Mather LifeWays  
 Attn. LEAP Program  
 Mather LifeWays Institute on Aging  
 1603 Orrington Avenue, Suite 1800  
 Evanston, IL 60201

For immediate attention, an Agreement signed by both parties may be faxed to Cecilia Grefalda, at (847) 492-6789. We appreciate that you mail the original signed agreement to the above address.

Thank you.