



## QPR Certified Gatekeeper Instructor's Self Study Course

Twelve hour self study training, 12 CEU's through the National Board of Certified Counselors,  
all materials, 3 year certification - \$495.00 per person.

**Print name and credentials, as you would like your certificates to read.**

Name/Credential Laura J. Bierbower / M.Ed., LPC

Affiliation Warren County School District

Profession School Counselor

Address 232 Second St.

City/State/Zip Youngsville, PA 16371

Phone (814) 563-7207 Email: BierbowerLJ@wcsdpa.org

Enclose payment with registration:

☐ Check Enclosed

☐ Purchase order number \_\_\_\_\_

QPR Institute  
P.O. Box 2867  
Spokane, WA 99220

Visa/MC Card# \_\_\_\_\_

Exp. Date: \_\_\_\_\_ Verification code \_\_\_\_\_

Signature: \_\_\_\_\_

QPR Institute  
Fax: (509) 536-5400

**For more information, please call:**

Kathy White  
QPR National Coordinator  
(509) 536-5100 or (888) 726-7926



## **License Agreement for Certified QPR Instructors**

This agreement is made and entered into as of the 11 day of September, by and between the QPR Institute, a corporation having its principal offices at Spokane, Washington, and Warren County School District ("Licensee").

### **Recitals**

- A. The QPR Institute (QPRI) has acquired expertise and experience related to suicide prevention, and owns a training program entitled *QPR, Instructor Certification Course* for use in providing suicide prevention Gatekeeper training.
- B. Licensee desires to use QPRI's aforementioned training program and to receive assistance and technical support from the Institute in connection with such use.
- C. QPRI is willing to permit Licensee's use of QPRI's aforementioned training program and to provide limited assistance and training to Licensee in connection with such use under the terms and conditions of this agreement.

NOW, THEREFORE, in consideration of the covenants and mutual promises contained herein, and for other good and valuable consideration, QPRI and Licensee hereby agree, as follows:

### **Terms of Agreement**

#### **Section 1: Definitions**

1.1 As used in this Agreement, the "QPR PROGRAM" means the training program entitled *QPR, Instructor Certification Course* developed by Paul Quinnett, Ph.D. for use in providing private and public Gatekeeper training by Licensee under this Agreement.

1.2 As used in this Agreement, "QPR INSTRUCTOR'S MANUAL" means the participant certified instructor's guide, which is made available to the Licensee by QPRI under this Agreement for use in the teaching of the QPR PROGRAM.

1.3 As used in this agreement, QPR CARDS AND BOOKLETS means the Gatekeeper QPR card and booklet provided to each Gatekeeper trained by the Licensee under this agreement in connection with the QPR PROGRAM.

#### **Section 2: Grant of Limited License**

2.1 Subject to the terms and conditions of this Agreement, QPRI hereby grants Licensee a limited right to use the QPR PROGRAM and the QPR BOOKLETS AND CARDS to provide Gatekeeper training to any group.

### Section 3: QPR PROGRAM Materials

3.1 Licensee shall not copy, in whole or in part, any QPR INSTRUCTOR'S MANUAL without QPRI's prior written consent, except as specified otherwise in the QPR MANUAL itself, as certain print materials contained therein are not copyright protected. Additional copies of the QPR CARD AND BOOKLET, or a permit to print same, may be obtained by Licensee from QPRI during the term of this Agreement at QPRI's then-prevailing published list price.

3.2 The QPR INSTRUCTOR'S MANUAL and QPR CARDS AND BOOKLETS are copyrighted and owned by Paul Quinnett and QPRI, and are made available to Licensee under license from QPRI. THIS MEANS THAT LICENSEE IS NOT AUTHORIZED TO SELL OR LEASE ANY OF THESE MATERIALS OR ANY PORTION THEREOF TO INDIVIDUALS OR COMPANIES. LICENSEE'S RIGHT TO THESE MATERIALS IS LIMITED TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND VIOLATION OF THESE TERMS AND CONDITIONS WILL CONSTITUTE A BREACH OF THIS AGREEMENT AND/OR A VIOLATION OF FEDERAL COPYRIGHT LAWS.

3.3 Licensee covenants and agrees that any and all enhancements to the QPR INSTRUCTOR'S MANUAL, and/or QPR CARDS AND BOOKLETS which Licensee conceives or works upon during the term of this Agreement shall be promptly disclosed to QPRI. Licensee also agrees to forward for review and approval, any additional slides added to the core 21 slide QPR training program except those already approved and provided on the QPR Institute web site, or that have to do with local referral or emergency response information. Unless otherwise expressly agreed between the parties, any and all such enhancements shall be considered as a part of the QPR PROGRAM and will, in all respects be subject to the terms and conditions of this Agreement. Licensee shall not be prohibited from making independent use of original or third party illustrations, stories or examples which might be used by certified instructors to supplement the materials in conjunction with presenting the QPR PROGRAM and any such illustrations, stories and examples shall not themselves be considered as "enhancements" under this paragraph 3.3.

### Section 4: Training and Assistance Provided by QPRI

4.1 In addition to the QPR INSTRUCTOR'S MANUAL, the QPR Institute agrees to provide, at Licensee's request, other reasonably necessary assistance to Licensee in the use of the QPR PROGRAM.

### Section 5: Licensee's Use of the QPR, CPR FOR SUICIDE PREVENTION PROGRAM

5.1 In providing Gatekeeper training using the QPR PROGRAM, Licensee agrees to present and offer the QPR PROGRAM in its entirety and as instructed during the one-day QPR certification course.

5.2 In providing Gatekeeper training, the Licensee agrees to furnish each Gatekeeper with his or her own QPR CARD AND BOOKLET to use, write in, keep and refer to, both during

and following the training. Licensee shall not require nor encourage, either directly or indirectly, two or more Gatekeepers to share a single QPR CARD AND BOOKLET except when training families.

5.3 The restrictions contained in this Section 5 are intended to preserve Paul Quinnett and QPRI's good will and reputation by maintaining the integrity of the QPR PROGRAM and assuring that the QPR PROGRAM is used only with its intended audiences for its intended purpose. Licensee hereby acknowledges QPRI's legitimate interest in maintaining the integrity of the QPR PROGRAM and in regulating the method in which it is presented, and Licensee hereby agrees that the restrictions set forth in this Section 5 are reasonable in light of QPRI's aforementioned legitimate interest.

#### Section 6: Payment by Licensee

6.1 Execution of this Agreement assumes payment has been made by Licensee or third party for the 3 year certification or 3 year re-certification.

#### Section 7: Maintenance and Infringement of Copyrights

7.1 Licensee will not at any time do or cause to be done any act or thing contesting or in any way impairing or intending to impair the copyrights in any materials provided by QPRI to Licensee under this Agreement. Licensee shall not in any manner represent that it has ownership of the copyrights in any such materials.

7.2 During the term of this Agreement, as defined in section 10, and within thirty (30) days of discovery, Licensee agrees to promptly report to QPRI all facts relating to any infringement to copyrights in any materials provided by QPRI to Licensee under this Agreement. The QPRI agrees to prosecute all who infringe upon such copyrights to the best of its ability and at its own expense when, in QPRI's judgment, prosecution is justified. Licensee agrees to cooperate fully with QPRI in the prosecution of any such infringements.

#### Section 8: Indemnification

8.1 In the event that the QPR PROGRAM and/or any of the materials provided by QPRI to Licensee under this Agreement infringe upon any copyright or other proprietary right of any third party, QPRI agrees to indemnify Licensee against any and all costs, damages and/or attorney's fees that may be incurred by and/or awarded against Licensee as a result of such infringement, provided that:

- (a) QPRI shall promptly be notified in writing by Licensee of any claim of infringement; and
- (b) QPRI shall have sole control over the defense and disposition of such claim, including settlements or compromise, if any.

8.2 Notwithstanding the provisions of paragraph 8.1 above, QPRI shall have no liability to Licensee with respect to any claim of infringement that is based upon any unauthorized use, distribution or modification by Licensee of the QPR PROGRAM or of the materials provided by QPRI to Licensee under this agreement.

#### Section 9: Limited Warranty

9.1 What is Covered: QPRI warrants all DVD's and audio CD's provided to Licensee under this Agreement to be free from defects in materials and workmanship under normal use for a period of one hundred eighty (180) days after shipment thereof by QPRI to Licensee.

9.2 What Licensee Must Do: In the event the DVD's and audio CD's do not meet the warranty under paragraph 9.1 above, Licensee must return such defective items to QPRI within one hundred eighty (180) days from the date such items were shipped by QPRI to Licensee, and QPRI must receive such materials within two hundred ten (210) days from the date such items were shipped by QPRI to Licensee. Licensee must bear all costs associated with shipping the defective media to QPRI, and Licensee must either insure the product being returned or assume the risk of loss or damage in transit.

9.3 What QPRI Will Do: In the event the DVD's and audio CD's fail to meet the warranty of paragraph 9.1 and within thirty (30) days of the Licensee's compliance with the requirements of paragraph 9.2, QPRI will provide and deliver replacements for the defective materials at no charge to the Licensee.

#### Section 10: Term and Termination

10.1 This Agreement shall become effective as of the date of certification or re-certification and remain in effect for three years following that date as provided under the terms and conditions of this Agreement.

10.2 This Agreement shall automatically terminate if Licensee fails to comply with any of the material terms or conditions of this Agreement.

10.3 At the end of this agreement, Licensee agrees to either renew certification as a QPR Instructor, or terminate the agreement and desist from teaching the QPR PROGRAM.

#### Section 11: Notices

11.1 All notices under this Agreement shall be deemed to have been duly given upon mailing, if mailed by registered or certified mail, postage prepaid. The addresses of the parties for purpose of notice, unless subsequently changed by written notice to the other, are as follows:

In the case of QPRI: The QPR Institute, P.O. Box 2867, Spokane, Washington, 99220.

In the case of Licensee:

#### Section 12: Relationship of the Parties

12.1 It is understood and agreed that QPRI and Licensee are independent entities engaged in independent business and, except as provided herein, each shall bear all the costs and expenses incurred in the performance of their respective duties under this Agreement. Neither QPRI nor Licensee, nor any respective agent or employee of either, shall be regarded as an agent or employee of the other, and nothing herein shall be construed as reserving to any party the right to control the other, except as specifically provided herein. Neither party to this Agreement shall have the right or authority to make any promise, guarantee, warranty, or representation or to assume, create, or incur any liability or other obligation of any kind, express or implied, against or in the name of or on the behalf of the other.

#### Section 13: Miscellaneous Provisions

13.1 Titles which precede paragraphs or subsections of this Agreement are for convenience only and shall in no way affect the manner in which any provision is herein construed.

13.2 The invalidity of or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, and each provision shall be enforced to the maximum extent permitted by applicable law.

13.3 This Agreement is a binding agreement, and Licensee should contact QPRI for and explanation or seek competent legal advice if this Agreement is not understood. By making payment for training received through the QPR PROGRAM, Licensee acknowledges that it has read this Agreement and agrees to be bound by its terms and conditions.

13.4 This Agreement is the complete and exclusive statement of the agreement between Licensee and QPRI, and this Agreement supersedes all proposals or prior agreements and understandings, whether oral or written, and all other communications relating to the subject matter of this Agreement.

13.5 This Agreement may only be amended, or any provision herein waived, by written instrument executed by each party hereto. No waiver of any provision hereof shall constitute a waiver of any other provision hereof, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided herein.

13.6 In the event either party institutes an action before any court of law to enforce any of the terms of this Agreement, the prevailing party in such action shall be entitled to recover its costs and expenses incurred in connection with such action, including reasonable attorney's fees, in addition to any other or further relief awarded by the court.

13.7 This Agreement and its validity and interpretation shall be governed by and construed in accordance with the laws of the State of Washington notwithstanding any choice of law rules of Washington or any other state or jurisdiction.

IN WITNESS WHEREOF, the parties have signed and entered into the Agreement as of the date first mentioned above.

The QPR Institute

By: \_\_\_\_\_  
Title: Director

LICENSEE

By: Donna L. Zariczny \_\_\_\_\_  
Title: Board President

ATTEST: Ruth A. Huck, Board Secretary \_\_\_\_\_

PQ/klw 12/31/03