May 14, 2018

Warren County School District

 6820 Market Street

Russell, PA 16345

**STANDARD HANDLE WITH CARE CONTRACT**

Per your request, I am submitting this contract detailing the costs and terms for licensing and training in Handle With Care’s Basic Physical program.

**ONE DAY INSTRUCTOR PROGRAM**

Number of Participants: \*12 Participants

Length of Training: up to 8 hours including breaks and lunch

**TOTAL COST FOR 1 DAY: $2,400.00 (plus expenses)**

ONE PARTICIPANT MANUAL INCLUDED

ONE DVD INCLUDED

# **EXPENSES**

* $75.00 per diem for any program requiring air travel &/or hotel accommodations.
* Air travel, hotel, car rental, parking & any other transportation costs.
* Auto travel: Mileage billed at the Federal Rate, currently .54.5 per mile.

**AGENCY IS GIVEN COPYRIGHT AUTHORIZATION FOR MATERIALS AND INSTRUCTION FOR ONE YEAR.**

SITE & EQUIPMENT REQUIREMENTS (please read carefully)

1. Flat training area appropriate for the number of participants.
2. Flip chart or blackboard
3. Any relevant equipment normally used by the agency, i.e. a restraining bed, mechanical restraints, handcuffs, etc.
4. Kneepads (soft e.g. volleyball) for each participant provided by the agency on the day of training. Participants should be advised to wear loose comfortable clothing e.g. sweats, t-shirts and sneakers. Note: Participants who cannot move down to or up from the floor comfortably may not be able to complete parts of this program.
5. The agency is responsible for the reproduction of all copyrighted and trademarked materials provided by Handle With Care including the “Waiver” and “Participants’ Manual” (one for each participant) and the “Instructors’ Manual” (for instructors only). Additional DVD’s can be purchased separately for $15.00 each.

**RECERTIFICATION/RETRAINING**

Annual Training is required to ensure the quality of training and to update Participants/Instructors on any refinements or changes in the technology. The Recertification Program enables an agency to maintain a full complement of Participants/Instructors by replacing inactive Participants/Instructors each year. Annual training is required for the agency to maintain its license to use and copy Handle With Care’s program and materials. Agencies that are not current in their certification, and that do not have a training and licensing extension, will be responsible for discontinuing the use (and training) of HWC’s program and materials. Agencies will be required to certify that HWC’s program and materials have been collected and are not being used, trained or copied. Expert court testimony will only be provided to those agencies holding current certification.

Length of Basic Program Up to 8 hours for each group of 20 (includes breaks)

HWC’s materials and training: $2,400.00 (excluding expenses, subject to change)

\*Any Participants over the allotted amount of 20 (not to exceed 25)  will be charged an extra

$ 150.00 per  person.  Over 25 becomes a 2 day training at a cost of $ 2,400.00 per day plus expenses.

Length of Instructor Program Up to 8 hours for each group of 10 (includes breaks)

HWC’s materials and training: $2,400.00 (excluding expenses, subject to change)

\*\*Any Participants over the allotted amount of 10 ( not to exceed 14), will be charged an extra $ 250.00 per Instructor. Over 14 becomes a 2 day training at a cost of $ 2,400.00 per day plus expenses.

A 30 day extension is automatically granted.

Agencies or instructors whose license term expired or requesting extensions over 30 days will be charged a pro rated licensing fee beginning after the 30 day grace period (currently $200/month).

**TRAINING SERVICES AND LICENSING AGREEMENT**

These terms are incorporated by reference into every HWC training, all HWC Materials and HWC's Waiver. By attending or receiving access to HWC’s training and/or materials, every agency and participant agrees to the following terms. This is a one-year limited use non-exclusive, not-for-resale license and services agreement, not a contract of sale.

Entity agrees that it is aware that there are inherent risks associated with any physical activity, including, but not limited to, physical training in behavior management, self-defense & physical restraint. Entity is fully informed of the content of the training being provided and fully accepts the inherent risks involved.

An entity contracting for on-site program may not invite outside entities i.e. agencies, facilities or schools without HWC’s prior consent.

**OWNERSHIP OF PROGRAM AND TRAINING.** All property rights (including, but not limited to, the written manual, video, and performance of the verbal and physical components, techniques, team strategies, teaching methods, presentation methods and exercises, demonstrations, performances, workshops and seminars) in the manual and training program provided are owned by Handle With Care and are protected by United States Contract, Copyright, Trademark and Patent laws (International Rights Reserved), other applicable property laws, state and common laws and international treaty provisions. Handle With Care retains all rights not expressly granted. Nothing in this agreement shall grant to Agency or employee any rights, title or ownership interests in or to the Program, Training, Performance or Materials. Agency/Employee shall not remove, alter or otherwise obstruct any copyright notice, trademark notice, patent notice or other proprietary right notice placed on the Program, Program Materials or Training. You may not copy or train HWC’s proprietary materials, software, training or programming, (collectively “HWC Materials”) except as provided in this agreement Any copies that you are permitted to make pursuant to this agreement are subject to this agreement and must contain the same copyright and other proprietary notices.

**OWNERSHIP OF DERIVATIVE WORKS.**

The creation of Derivative Works is not permitted except with prior written approval by HWC.  Derivative works include but are not limited to video, including cell phone, and audio taping training.  If a derivative work is made, then to the extent Agency, its employees, contractors or agents (collectively “Agency”) conceive or create Derivative Works of the Licensed materials and programming, Agency acknowledges that such Derivative Works shall be solely and exclusively owned by HWC. HWC’s contractual terms must be incorporated into or stated in the derivative work, and there has to be a copyright notice containing the year the derivative work was created and ownership i.e. ©2015. Handle With Care Behavior Management System, Inc.  All rights reserved.  Otherwise, Agency shall have no right to use or otherwise exploit such Derivative Works.

**LEVELS OF CERTIFICATION.**   
 There are three levels of certification that Handle With Care grants. Basic, Instructor and Master.

A Basic certification means that the student has mastered the training enough to implement it.

An Instructor certification means that the student has mastered the enough to teach it and certify “Basic” students.

Your agency and none of its employees has been granted Master certification and CANNOT train to the Instructor level.

**LICENSING.** Handle With Care hereby grants the Agency permission to use, and reprint (copy) the Participants’ Manuals for basic students and the Instructor Manual and video for “Instructors” for a period of one year from the date of training/certification. These materials may only be distributed to employees receiving Handle With Care training. All Handle With Care materials, including the manuals, video, training must be kept under the cover page provided by Handle With Care that contains notice of copyright and trademark. All Handle With Care materials must be kept or maintained separate and distinct from all other materials, training or programs. The Participants’ Manual may be copied one (1) for each “Basic” participant whereas the Instructors’ Manual may be copied one (1) for each Handle With Care Certified Instructor. This provision supersedes any other contractual term or agreement written, implied or oral.

If the Entity is only contracting for the verbal program, there is a $200 annual licensing fee for HWC Materials and Programming’s continued use and training.

**MISAPPROPRIATION.** The party receiving the Handle With Care program and training acknowledges that the Program and Training contain proprietary information developed and owned by Handle With Care and agrees to treat the program as such. Trainee also agrees that he/she will not directly, indirectly or through use of a third party hire, solicit, entice, induce, recruit or employ or associate with, engage or interfere in any of Handle With Care’s business, and that Employee/Agency will take all reasonable steps to prevent all parties under its control from using, copying, altering, incorporating, modifying, marketing, making money off of, capitalizing, defaming, re-selling, lending, leasing, renting, assigning or distributing the program, goodwill and training other than as expressly authorized by this agreement (including but not limited to reverse engineering or taking components of the program and marketing them under a different name or title). Agency shall promptly notify Handle With Care of any known unauthorized use and agrees to reasonably cooperate with Handle With Care in any litigation including litigation brought by Program Owner against third parties reasonably necessary to protect its Program, Training, Performance, related property rights and confidential information.

Any requests for information about HWC’s program including any requests for copies of HWC materials, by outside entities, shall be referred to HWC.

The agency/licensee may not sub-license, sell, lend, rent, transfer, assign or lease any portion of HWC’s Materials (including any former versions) of the license granted under this agreement. If the licensee is not a natural person, but is a corporation, limited liability company partnership or other legal entity, the licensee shall be responsible for ensuring that all of its employees (or contractors) receiving HWC training or materials comply with the terms and conditions of this agreement.

**CHOICE OF LAW.** Unless otherwise agreed to in writing, this agreement is governed by New York law and venued in Ulster County, New York

**TRAINING,CERTIFICATION AND RECERTIFICATION.** Instructor Certification is valid for one year from date of training. Instructors are decertified at the end of one year, unless extension is granted in advance by Handle With Care in anticipation of a scheduled recertification program. A 30 day extension is automatically granted. Agencies, participants or instructors requesting extensions over 30 days will be charged a pro rated licensing fee beginning after the 30 day grace period.

Annual training in HWC’s basic program is mandated for agencies/participants that only contract for HWC basic training in order to maintain the license to continue using HWC’s program. Annual recertification of trainers is required for an agency and trainer to maintain their certification and license to teach and use HWC’s program within the Agency. Agencies or participants who are not current in their training or certification that do not have or have not requested an extension, will be responsible for discontinuing the use of HWC’s program and materials and will have to certify that HWC’s materials have been collected and are not being used or copied, and that HWC’s program is no longer being used or taught. Expert court testimony will only be provided to those agencies that are current on their training and licensing requirements.

**TERMINATION.** By contracting for Handle With Care training, the Trainee Agency acknowledges agreement to the terms and conditions in this contract. Upon the termination of any employee’s employment with the licensee, the licensee shall ensure that the employee returns to the licensee all copies of HWC’s Materials (in whatever form i.e. written, audio visual or electronic) in his/her possession.

The license granted under this agreement will terminate automatically if you violate any part of the agreement. In the event of such termination, all copies of HWC’s Materials must be destroyed or immediately returned to HWC, at HWC’s option. If the Trainee Agency needs to cancel already-scheduled dates, 30-day notice is required of this rescheduling or written consent by Handle With Care. Handle With Care retains the right to prematurely terminate this one year license agreement upon any material breach of this contract that agency fails to remedy within 30 days of receiving notice of such breach. We also reserve the right to cancel this contract if the agency commits any act that could bring HWC or its principles into public disrepute, contempt, scandal or ridicule, uses excessive or unreasonable force or engages in illegal activity.

In the event of such termination, all copies of HWC’s Materials must be destroyed or immediately returned to HWC, at HWC’s option.

**PAYMENT.**   
The agency agrees to supply any information needed to process payment when training dates are confirmed. Unless specified prior to delivery of service, payment is expected 15 days from the time training is delivered.

By signing below, the parties indicate their intent to be bound by the terms and conditions of this Contract.

HANDLE WITH CARE



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Bruce Chapman

President

ATTEST: WARREN COUNTY SCHOOL DISTRICT

By:

Secretary, Board of School Directors President, Board of School Directors