

CONSULTING SERVICES AND LICENSE AGREEMENT PROJECT SEARCH®

THIS CONSULTING SERVICES AND LICENSE AGREEMENT (“Agreement”), effective as of the last date of signature by a party below (“Effective Date”), by and between Children’s Hospital Medical Center (“Licensor”), an Ohio nonprofit corporation, located at 3333 Burnet Ave., Cincinnati, Ohio 45229-3039 and Pioneer Career and Technology Center. (“Licensee”), located at 27 Ryan Road, Shelby, Ohio 44875.

WHEREAS, Licensor has developed a program referred to as Project SEARCH® which creates innovative solutions for workforce and career development for people with disabilities;

WHEREAS, in conjunction with its Project SEARCH® program, Licensor has created Project SEARCH® program implementation materials (“Materials”) which will be provided to Licensee upon signature by both parties to this Agreement;

WHEREAS, Licensor provides consulting services to Licensees to assist such Licensees in their implementation of the Project SEARCH® program using some or all of the Materials;

WHEREAS, Licensor is able to apply and obtain certain grants to expand its Project SEARCH® program based on this Agreement and other similar agreements;

WHEREAS, the parties acknowledge that Licensee has been using the Materials and implementing the Project SEARCH® model since Month Year; and

WHEREAS, Licensee is desirous of using some or all of the Materials and engaging Licensor to provide certain Services in connection with its business;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the parties agree as follows:

Article I License

A. Project Implementation License. Licensor hereby grants to Licensee a non-exclusive, nontransferable license to reproduce, disseminate and display the Materials for its own internal use in connection with the implementation of the Project SEARCH® program at the sites listed in Exhibit A (“Sites”). Such license permits Licensee to sublicense the Materials to third parties engaged by Licensee to implement the Project SEARCH® program at the Sites, provided Licensee provides Licensor at least five (5) business days written notice of such third parties prior to providing such parties the Materials and Licensor does not object to such parties during such five (5) business day period. Licensee is obligated to ensure such third parties comply with all the terms and conditions of this Agreement and is responsible for such third parties activities with respect to implementation of the Project SEARCH® program. Licensee (and its contractors, agents and/or representatives) are prohibited from implementing the Project SEARCH® program at any location other than a Site without written consent from Licensor. The Materials, and any copies thereof, may not be transferred or taken or otherwise provided by Licensee to another institution or company without the prior written consent of Licensor. For the avoidance of doubt, Licensee may not share any Materials with any other site or potential site and its representatives without prior written consent from Licensor. Licensee agrees to implement the Project SEARCH® program in strict compliance with the Material.

Licensor further grants to Licensee a non-exclusive, nontransferable license to use Licensor’s name and Project SEARCH® trademark only in connection with the Materials and only for the purpose of

implementing the Project SEARCH® program at the Sites and only in the form and manner and with appropriate legends as prescribed from time to time by Licensor. From time-to-time, Licensor may approve Licensee's use of Licensor's name and/or Project SEARCH® trademark on Licensee's website, and/or in an article, publication, or video created by Licensee and in such event Licensee must acknowledge Licensor and its Project SEARCH® Program as the founder and refer interested parties back to Licensor for information about the Project SEARCH® Program. Licensee agrees not to use any other trademark or service mark, alone or in combination with Licensor's marks, on the licensed Materials without Licensor's prior written approval, and Licensee will at no time use or apply to register any trademark, trade name, service mark or other designation that is confusingly similar to the trademark. Upon Licensor's request, Licensee will, from time to time, provide Licensor samples of its use of the trademark hereunder. The foregoing trademark license shall cease immediately with respect to a trademark if and when such trademark has been superseded or replaced by a new trademark. Licensee shall acquire no right, title or interest in or to the trademark, and all goodwill derived from the use of the trademark shall inure solely to the benefit of Licensor.

B. Negation of Rights Not Licensed. Licensee shall not modify or amend any Materials or create any derivative works or improvements thereto (all such modifications, amendments, improvements of derivative works collectively referred to as "Modifications") without the prior written consent of Licensor. Modifications, whether authorized or unauthorized, will be solely owned by Licensor and shall be subject to the limited licenses and restrictions set forth in this Agreement with respect to Materials. Licensee agrees to execute (and cause its employees and contractors to execute) any additional documents and do all things necessary or appropriate (at Licensor's expense) to vest and confirm all rights in the Project SEARCH® program and all Materials and Modifications (including, without limitation, all patents, copyrights, trade secrets and other intellectual property rights therein, whether now existing or hereafter coming into existence) in Licensor and to facilitate the obtaining by Licensor of any desired legal protection for the same in any countries. Any rights not expressly granted by this Agreement shall not be implied; the license granted pursuant to this Agreement authorizes only the use of the Materials licensed herein.

C. Duration of License. This Agreement will commence on the date first written above and will continue for a term of one (1) year ("Initial Term") unless after this Agreement has been in effect for ninety (90) days it is terminated by either party upon thirty (30) days prior written notice. In addition, Licensor may terminate this Agreement upon written notice, effective immediately, due to Licensee's breach of any provision hereof or in the event Licensee becomes insolvent or ceases to do business. Upon termination of this Agreement, Licensee shall discontinue immediately all use of the Materials, Modifications and Licensor's Confidential Information and destroy or otherwise cease display of all printed materials bearing any of the Licensor's copyrights, trademarks or service marks. All rights in the Materials and Modifications shall remain the property of Licensor.

In the event Licensee elects to continue using the Materials at the Sites after the Initial Term or any Additional Term (as defined below), Licensee may do so by providing Licensor thirty (30) days prior written notice indicating its desire to renew these terms for an additional one (1) year term ("Additional Term") and pay Licensor its then-current license fee for such Additional Term(s). In the event Licensee pays the then-applicable fee for the Additional Term and Licensor accepts such payment, the parties understand that such action will renew this agreement for an Additional Term. For the first Additional Term, the license fee is \$300.00; for Additional Terms, the license fee will be Licensor's then-current fee which will not exceed 20% increase from the prior term's fee. Upon the renewal of license after Additional Term and further program expansion, Licensee is required to use database and all information in database shall remain the property of Licensor.

D. Copyright Notice. All copies of the Materials reproduced, displayed or disseminated pursuant to this Agreement shall contain a copyright notice in the name of Licensor in a form approved by Licensor and a statement that the Materials have been reprinted under a license granted by Licensor.

E. Replication Rules. Licensee may offer tours of the Project SEARCH® program implemented at the Sites to third parties provided Licensor has completed an audit of such Site confirming fidelity to the Project

SEARCH® program and Materials and such confirmation has been received by Licensee from Licensor in writing within three (3) months of such tour. Model fidelity audit must be at the end of the first year of program and new program must include a first term review. Neither Licensee nor any Site can participate in research and/or generate a publication with respect to its implementation of the Project SEARCH® program without successful completion of a model fidelity audit, as evidenced in a writing signed by Licensor, completed in writing no more than three (3) months prior to such activities being commenced.

Article II Consulting Services

A. Description of Services. Licensee hereby engages Licensor as an independent contractor to provide the services set forth in Exhibit A attached hereto and incorporated herein by reference (“Services”). Licensor shall deliver the Services on the dates and for the fees specified in Exhibit A. After the first year of this Agreement, the fees stated in Exhibit A may be changed from time-to-time upon thirty (30) days prior notice. Licensor shall submit an invoice to Licensee on a monthly basis setting forth the date Services were provided, a description of Services rendered, hours spent and fees due. Licensee shall pay such invoice within thirty (30) days of receipt of an undisputed invoice. Licensee agrees that any materials resulting from the Services will be solely owned by Licensor and Licensor hereby grants Licensee a non-exclusive, non-transferable license to use such materials for the term of this Agreement. Licensee agrees to implement the Project SEARCH® Program consistent with such Services and the Materials.

B. Travel Expenses. Travel, lodging and living expenses incurred in conjunction with providing Services are included in the fees identified in Exhibit A.

Article III Miscellaneous

A. Audit. During the term of this Agreement, Licensee shall permit Licensor, upon reasonable advance notice and during regular business hours, access to Licensee’s site and books and records directly related to this Agreement to confirm that the Licensee is performing in compliance with this Agreement.

B. Confidential Information. Each party agrees not to disclose to third parties or employees without a need to know, information received from the other party which has been identified as proprietary or confidential, or which by the nature of the circumstances surrounding disclosure, should in good faith be treated as proprietary or confidential (collectively “Information”). Both parties agree that it shall treat and safeguard the other party’s Information with the same standard of care employed for its own Information and shall in no event employ less than a reasonable standard of care. The foregoing confidentiality obligations shall not apply when, after and to the extent the Information disclosed: (i) is now, or hereafter becomes, generally available to the public through no fault of the receiving party or its employees, agents, or contractors; (ii) was already in possession of the receiving party without restriction as to confidentiality at the time of disclosure as evidenced by competent written records; (iii) is subsequently received by the receiving party from a third party without restriction and without breaching any confidential obligation between the third party and the disclosing party hereunder; and (iv) is required to be disclosed by applicable law, rule, or court order, in which case receiving party shall promptly notify disclosing party of such required disclosure, take all reasonable steps to limit the scope of such disclosure, and provide disclosing party with an opportunity to comment on such proposed disclosure. All Information shall remain the property of the disclosing party and disclosure shall not be construed as a grant of any license of the Information to the receiving party. In the event that either party should breach any of its responsibilities under this Section, or in the event that such a breach appears to be an imminent possibility, the non-breaching party shall be entitled to all legal and equitable remedies, including, without limitation, issuance of injunctive orders restraining the breaching party, its employees, agents or independent contractors, from committing such breach. The foregoing obligations of confidentiality and use shall continue for five (5) years after the termination of this Agreement.

C. No Partnership, etc. This Agreement shall not be construed as establishing a partnership, agency

or joint venture between the parties. Neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third parties.

D. Limitation of Liability; Indemnification. LICENSOR MAKES NO WARRANTY, IMPLIED OR EXPRESS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR ANY PARTICULAR PURPOSE, WITH RESPECT TO THE PROJECT SEARCH® PROGRAM OR THE MATERIALS. Without limiting the generality of the foregoing, Licensor does not warrant the accuracy or suitability of information in the Materials and shall have no liability for use of the licensed Materials by Licensee or any third party. Licensor does not undertake any obligation to update or otherwise modify the Materials. Unless prohibited by state law, Licensee agrees to indemnify, hold harmless, and defend Licensor, its officers, trustees, directors, employees, and agents from and against all loss, liability, claims, costs (including reasonable attorneys' fees), judgments and other expenses arising out of or on account of any use of the licensed Materials, including but not limited to any claim by or in respect of any individual for death or bodily injury.

E. Assignment. The rights granted to Licensee hereunder shall not be assigned, sublicensed or otherwise transferred by Licensee without the prior written consent of Licensor, and any such attempted transfer without such written consent shall be void and of no effect. This Agreement shall be binding upon the parties hereto and their permitted successors and assigns.

F. Entire Agreement; Modifications. This writing sets forth the entire agreement with respect to the subject matter hereof and supersedes any prior agreements or understandings relating to the subject matter hereof. Any waiver, modification, or cancellation of any terms or conditions of this Agreement must be in writing, and no waiver by Licensor, whether express or implied, of any breach or default by Licensee shall constitute a continuing waiver of any term or provision of this Agreement.

G. Severability. In the event that any term or provision of this Agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other term or provision hereof, and such invalid, illegal or unenforceable term or provision shall be reformed so as to most nearly effect the intent of the parties without invalidity or illegality.

H. Governing Law. Unless prohibited by state law imposed on Licensee, this Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws of the State of Ohio (excluding its conflict of law provisions) and the provisions of applicable copyright law. The courts located in Hamilton County, Ohio shall have exclusive jurisdiction and venue over any suit or action against Licensor arising out of or relating to this Agreement. Licensee hereby consents to the personal jurisdiction of such courts and waives any objections to such venue.

I. Compliance with Law. Licensee agrees that it is its sole responsibility to implement the Project SEARCH® model in accordance with applicable federal, state and local laws.

J. Executed in Multiple Counterparts. This Agreement and any amendments to it may be executed in one or more counterparts, each of which shall be deemed to be an original copy, and all of which, when taken together, shall be deemed to constitute one and the same document. Signatures to this Agreement and any amendments to it may be transmitted by fax, by electronic mail in "portable document format" (".pdf"), or by any other electronic means intended to preserve the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed as of the day and year first above written.

CHILDREN'S HOSPITAL MEDICAL CENTER

**PIONEER CAREER AND TECHNOLOGY
CENTER**

Signature: _____

By: _____

Title: _____

Date: _____

Signature: _____

By: _____

Title: _____

Date: _____

EXHIBIT A

DESCRIPTION OF SERVICES

Description of Services:

Licensee has already received all technical assistance for the Sites named below.

Fees:

The Technical Assistance fee has already been paid for the Sites named below. Annual License fee as described in Article 1, Section C. Duration of License will be charged annually for each below named site.

Sites:

OhioHealth Mansfield
335 Glessner Ave
Mansfield, Ohio 44903