**The Happiness Advantage │Orange Frog**

**Educator’s Use and Development Rights Agreement**

**Dear Educator,**

**We thank you for support, use and contributions to the advancement of positivity in education and hope The Happiness Advantage │Orange Frog Workshop has been a valuable resource to you in your personal and professional life, and on-going development. Your efforts in creating happiness inside our schools and classrooms as part of a healthy and enriching educational experience is acknowledged with gratitude by Shawn Achor and the entire ITLN team. The agreement below is simply meant to protect the intellectual property presented in the workshop and provided for your continued use inside your school and the classroom. It is not intended to restrict your efforts to implement and sustain the work but to provide you with the rights to undertake such efforts with permission granted.**

This agreement (“Agreement”) as of January \_\_\_, 2018 (the “Effective Date”) is made and entered into between International Thought Leader Network, LLC (“ITLN), a Texas limited liability company, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(“EDUCATOR”) a staff or teaching faculty member of Boone County Schools (“BCS”), located in Boone County, KY. ITLN and EDUCATOR are collectively referred to herein as “the Parties.”

**Whereas**, the Parties acknowledge that all materials provided by ITLN in conjunction with The Happiness Advantage │Orange Frog Workshop™ or Leading Positive Results™, or any related such materials obtained through third party sources, including but not limited to: facilitator and participant manuals; *The Orange Frog* by Shawn Achor; and ancillary materials including: images, marks, storylines, characters, artwork, illustrations, learning methodologies, concepts, all derivates thereto, and related works (collectively the “HAOF I/P”) is the sole intellectual property of ITLN and Shawn Achor, and is protected under U.S. Federal and International Copyright Laws and Treaties with all rights reserved.

**Whereas**, EDUCATOR or EDUCATOR’S school district has participated in The Happiness Advantage │Orange Frog Workshop and/or is utilizing the HAOF I/P within BCS for the purpose of applying the principles, practices and activities from the workshop for the benefit of the school district, including students and their families.

**Whereas**, EDUCATOR is herein licensed to use, share and create supplemental curriculum and derivatives of the HAOF I/P for non-commercial and internal use only as an extension of The Happiness Advantage │Orange Frog Workshop™ provided that ITLN retain title and ownership of any and all work in connection with HAOP I/P which shall at all times remain the property of ITLN.

**Whereas**, EDUCATOR hereby irrevocably assigns to ITLN any and all right, title or interest it may have in the same. To the extent EDUCATOR cannot assign to ITLN any right, title and interest in and to the same, EDUCATOR shall hereby provide ITLN an exclusive, perpetual, royalty-free, transferable, irrevocable license to utilize such non-assignable rights, title and interest.

**And, whereas**, the Parties agree to the specific terms of the license and rights of use under this Agreement as follows:

1. EDUCATOR shall not distribute publicly, by any means, content this is considered derived from HAOF I/P.
2. EDUCATOR shall provide a copy of all works and lesson plans derived from HAOP I/P to ITLN, including the design of activities, used or conceived.

**Additional Terms and Conditions**

1. This royalty-free rights of use license is non-transferrable and is for non-commercial use only.
2. Any unauthorized use or reprint of the ITLN I/P is prohibited. No part of the ITLN I/P may be reproduced, repurposed or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording or digital distribution, or by any information storage and retrieval system without express written permission from ITLN.
3. This Agreement shall be for an initial period through December 31, 2018 and shall renew annually under the same terms and conditions, provided that either party may terminate this Agreement by providing thirty (30) days written notice. Upon termination, all right of use to HAOF I/P provided to EDUCATOR by ITLN shall cease whereas any and all assignments and license rights provided by EDUCATOR to ITLN shall remain in effect after termination.
4. This Agreement represents the entire understanding between the ITLN and EDUCATOR in this matter, and any amendments hereto will be made in writing with reference to this Agreement. Should ITLN deem itself insecure or unprotected via a breach of this Agreement, or otherwise, it may terminate this Agreement in its sole discretion by providing written notice.
5. If any provision of this Agreement or its application shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of all other applications of that provision and of all other provisions and applications hereof shall not in any way be affected or impaired. Further, any provision held to be invalid, illegal or unenforceable in a particular circumstance shall be deemed modified as necessary for such provision to be valid, legal and enforceable in such circumstance. The laws of the State of Texas shall govern the validity, construction, and interpretation of this Agreement.
6. This Agreement supersedes any and all prior written or oral agreements and evidences the entire understanding of the Parties hereto with respect to the terms and conditions of

By signature below, as duly authorized, the parties hereby agreed to the terms and conditions stated herein.

**On behalf of ITLN: EDUCATOR:**

BY: BY:

NAME: NAME:

TITLE: DATE:

DATE: