**License Rights and Use Agreement for**

**The Happiness Advantage │Orange Frog Intellectual Property**

**Dear Mr. Poe,**

**We thank you for support, use and contributions to the advancement of positivity in education and trust The Happiness Advantage │Orange Frog Workshop has been a valuable resource to Boone County Schools. Your leadership and 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 the district. 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 Boone County Schools (“BCS”), located in Boone County, Kentucky and 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™, as well as all related 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**, BCS administrative staff, teaching faculty and students have participated in The Happiness Advantage │Orange Frog Workshop under specific agreement with ITLN and 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**, The Happiness Advantage │Orange Frog Workshop™ participants from BCS, including its administrative staff and teaching faculty, are 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, and Shawn Achor, and BCS hereby irrevocably assigns to ITLN any and all right, title or interest it may have in the same. To the extent BCS cannot assign to ITLN any right, title and interest in and to the same, BCS shall hereby provide ITLN an exclusive, perpetual, royalty-free, transferable, irrevocable license to utilize such non-assignable rights, title and interest.

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

1. BCS, including its administrative staff and teaching faculty, shall not distribute publicly, by any means, content this is considered derived from HAOF I/P.
2. BCS is authorized and licensed to print materials for student participation and to conduct The Happiness Advantage │Orange Frog Workshop for students during the 2018 calendar year.
3. BCS shall reduce to writing an observation and learning assessment of the student workshop referenced above and provide lesson plans to ITLN, including the design of activities, used or generated as a result of the workshop.
4. BCS shall not discuss or distribute the terms of this Agreement including the results, outcomes, assessment or lessons plans with third parties.

**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. BCS shall inform its administrative staff and teaching faculty of its obligations to protect the HAOF I/P represented in this Agreement and shall obtain limited use license rights agreement, consistent with this Agreement, from all administrative staff and teaching faculty who have participated in The Happiness Advantage │Orange Frog Workshop™ and/or are utilizing the HAOF I/P in his or her work.
4. 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 BCS by ITLN shall cease whereas any and all assignments and license rights provided by INDIVIDUAL to BCS shall remain in effect after termination.
5. This Agreement represents the entire understanding between the ITLN and BCS 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.
6. 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.
7. 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 On behalf of BCS**

BY: BY:

NAME: NAME:

TITLE: TITLE:

DATE: DATE: