

## AGREEMENT

This Agreement is entered into as of the 25th day of October, 2018, between Trigg County Schools, a Kentucky Public School District whose address is 202 Main Street Cadiz, KY 42211 ("Licensee"), and **Missouri Community Action Network**, a Missouri nonprofit corporation whose address is 2014 William Street, Jefferson City, Missouri, USA 65109 ("Missouri CAN").

Licensee desires to obtain from Missouri CAN a license to privately use: Missouri Community Action Poverty Simulation (CAPS) (the "Licensed Material").

NOW THEREFORE, the parties, intending legally to be bound, agree as follows:

1. **LICENSE GRANT.** Missouri CAN hereby grants Licensee a non-transferable, non-exclusive perpetual right and license to private use of the Licensed Material solely for educational purposes. Licensee shall have no right to sell, rent, encumber, transfer or convey the Licensed Material. In addition, Licensee agrees that it will not charge participants in any program using the Licensed Material any more than is necessary to recover Licensee's direct, marginal costs (such as the cost of the facility, any stipends paid to participants, meals, etc.) in conducting the program.

2. **LICENSED MATERIALS.** All Licensed Materials furnished under this Agreement shall remain the sole and exclusive property of Missouri CAN. This is a license agreement only, and Missouri CAN is not furnishing title to any of the Licensed Materials to Licensee. Licensee shall have no right to make modifications to the Licensed Materials.

3. **TERM.** The license granted in Section 1 shall commence on the Effective date and shall be perpetual.

4. **COMPENSATION.** The total price of the CAPS kit is \$2,150. Following delivery of the kit, Missouri CAN will invoice Licensee for the balance plus shipping costs. Or, Licensee shall remit a purchase order for the entire amount plus estimated shipping costs. Following delivery of the kit, Missouri CAN will invoice for the balance plus shipping costs. Licensee agrees to remit payment within 30 days of invoice. Any past due amount will bear interest at the rate of 1.5% percent per month.

5. **BINDING EFFECT.** This Agreement shall be binding upon all heirs, successors, and permitted assigns of both parties.

~~6. **INDEMNIFICATION.** Licensee shall defend, indemnify, and hold Missouri CAN harmless from and against any loss, cost, or damage (including attorney's fees and cost of suit) arising out of or in any way related to claim, demand, action or proceeding arising out of or related to the Licensed Material, except for those claiming that the Licensed Materials, when used by Licensee for their intended purpose, infringe the rights of any third party under any United States patent, copyright, or trade secret law.~~

7. **DELIVERY.** Missouri CAN shall deliver the Licensed Material to Licensee in useable condition within ten weeks following execution of this Agreement.

8. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof. This Agreement may not be modified except by written instrument executed by duly authorized officers of both parties.

~~9. **GOVERNING LAW.** This Agreement will be governed by the laws of the State of Missouri without regard to conflicts of laws principles.~~

10. **COUNTERPARTS.** This Agreement may be executed in multiple counterparts, each of which being considered an original, but all of the same being considered but one single agreement.

11. **SEVERABILITY.** If any provision hereof is determined by any court of competent jurisdiction to be void, invalid, or unenforceable, the offending provision shall be deemed stricken, and the remainder of this Agreement shall continue in full force and effect as if the offending provision had never been contained herein.

12. **CONTACT.** Licensee will provide information on who is the project lead/primary contact for the CAPS at their organization.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Phone number: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**LICENSEE**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**MISSOURI COMMUNITY ACTION  
NETWORK**

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

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_