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FranklinCovey
THE ULTIMATE COMPETITIVE ADVANTAGE

Leader in Me® Agreement

This Agreement is entered into as of the date given below (the "Effective Date") by and between Franklin Covey Client Sales, Inc., whose address is 2200 West Parkway Blvd., Salt Lake City, Utah 84119 ("FranklinCovey") and the following organization ("Client"):

Organization:	Browning Springs Middle
Address:	357 W Arch St
City, State, Zip:	Madisonville, Kentucky 42431-1956
Contact Person:	Jason Clark
Telephone:	(270) 825-6006
Email:	jason.clark@hopkins.kyschools.us

Details of Services and Materials

FranklinCovey shall provide Client the training, coaching and materials (the "Services") to be included in the Leader in Me® network of Schools. Details of the Services are described in the following table.

Deliverable	Start Date	End Date	Invoice Date	Price	Quantity	Total
School Membership	5/15/2020	5/14/2021	5/15/2020	$5,000.00	1	$5,000.00
Implementation Coaching Subscription	5/15/2020	5/14/2021	5/15/2020	$3,500.00	1	$3,500.00
				Total Investment		$8,500.00

Client may contact FranklinCovey via email or purchase order to purchase additional products and/or services, which shall be subject to the terms and conditions of this Agreement. If Client issues a purchase order and there is any conflict between the purchase order terms and this Agreement, this Agreement shall control. If this Agreement is executed by Client after the Invoice Dates above, FranklinCovey may adjust the Invoice Dates based on the Effective Date. Such change shall not affect the Total Investment.

Client agrees to abide by the Terms and Conditions stated below.

Franklin Covey Client Sales, Inc.		Organization	
Signature:	DeeJayHomer	Signature:	
Printed Name:	Dee Jay Homer	Printed Name:	Jason Clark
Title:	Client Services Coordinator	Title:	
		Effective Date:	

TERMS AND CONDITIONS

Grant of Rights To Portal: FranklinCovey hereby grants Client a limited, non-exclusive, non-transferable, revocable license for teachers and/or staff for whom an annual license fee has been paid ("Users") to access the Leader in Me Online portal ("Portal"). Access to the Portal shall be available only to Users. Users will receive a unique registration code from an authorized representative of Client (e.g., Principal) prior to logging into the Portal. Client and Users agree not to make the Portal available in any manner to the general public, non-parties to this Agreement, students, or any other individual who is not a User.

Intellectual Property License: FranklinCovey hereby grants to the Client a limited, non-exclusive license (the "License"), to use the FC IP (defined below) only in connection with the delivery or promotion of FranklinCovey's the Leader in Me® solution within Client's school. For clarity, and by way of example only, the FC

IP may be used with lesson plans, bulletin boards, posters, tee shirts, pins, and songs and other similar uses. However, FC IP may not be used with planners/agendas, unless such planners/agendas are purchased through Premier, a division of School Specialty. Further, Client shall not use a FranklinCovey trademark, such as "The Leader in Me®," in or as a domain name. The License to the FC IP shall not be sublicensed, assigned, or transferred by Client. All works created by Client using the FC IP shall be deemed derivative works ("Derivative Works"), and are owned by FranklinCovey and may be used only pursuant to the License granted herein. "FC IP" shall mean the Leader in Me trademarks and other materials provided to Client by FranklinCovey, including intellectual property associated with The 7 Habits®. Client shall effectively communicate to its staff, employees, teachers and anyone else who may have access to or receive the FC IP, that such FC IP is copyright- and/or trademark-protected and the proprietary property of FranklinCovey, and that neither Client nor its employees shall modify, reproduce, file share, email, distribute to a third party, or publicly post (Slide Share, YouTube, etc.) the FC IP and any Derivative Works created by Client or its employees except as expressly provided for herein.

Measurable Results Assessment: The Leader in Me process includes a voluntary survey whereby staff, parents and students are asked some questions related to leadership, culture and academics. An authorized person from Client will be provided a URL link of the survey questions to share with staff, parents and students. Personally identifiable information ("PII") will not be collected as part of the survey, but in the event information is categorized as PII, FranklinCovey will not permit disclosure outside of its own organization and it will take all commercially practicable measures to destroy PII when it is no longer needed. Survey results will be compiled in an aggregate form and shared with third parties, such as donors and sponsors. Survey results may also be used for research.

Leadership Development: Principals Development Track and Lighthouse Coordinator Development Track provide an opportunity for Users to attend professional development. Client is responsible for all travel expenses incurred by Users attending such professional development.

Scheduling a Consultant. Contact FranklinCovey via email preferably thirty (30) days in advance to schedule a FranklinCovey consultant. Once scheduled, the cancellation/rescheduling provisions will apply.

Cancellation/Rescheduling Fees: Fifteen (15) calendar days' notice is required to cancel or reschedule the Services. If Client provides fewer than fifteen (15) days' notice, Client will be billed a cancellation fee of $1,250 or a rescheduling fee of $625 to cover costs incurred by FranklinCovey. Client will not be assessed a cancellation/rescheduling fee if the Onsite Coaching day is cancelled or rescheduled by FranklinCovey.

Term, Termination, and Events of Termination: The term of this Agreement shall commence on the Effective Date and terminate on the end date identified in the table above. If Client terminates for convenience, FranklinCovey shall not refund any amounts paid by Client, and Client shall pay FranklinCovey all remaining amounts identified in the table above within thirty (30) days of such termination. Either party may terminate this Agreement if the other party materially breaches the Agreement, and such material breach remains uncured after the non-breaching party has provided thirty (30) days' written notice of such breach. Upon termination of this Agreement for any reason, Client shall immediately (i) discontinue all use of the FC IP; and (ii) discontinue all use of Derivative Works.

Payment Terms: FranklinCovey shall invoice Client for all fees as identified in the table(s) above, which fees are nonrefundable and non-prorateable, including shipping and handling, and sales and use taxes (unless Client submits proof of its tax-exempt status to FranklinCovey). All shipments are FOB Shipping Point. Payment terms are net 30 from the invoice date. Fees are subject to an annual price increase.

Copyright: FranklinCovey owns all intellectual property rights, proprietary rights and copyrights to all training session concepts and materials including, but not limited to, student and teacher guides, documentation, images, animation, sound, music, and text related to the Leader in Me program. Any unauthorized use, reuse, copying, reproduction, recording, transmittal, modification or revision of such concepts and materials or any portion thereof is expressly prohibited and shall constitute a breach of this Agreement. The materials provided herein are intended for personal use only by Users to apply the concepts learned within the school, and are not for resale or public display. Nothing in this Agreement implies a license for Client to use the training session concepts and materials outside the scope of this Agreement.

Leader in Me Notifications: FranklinCovey may send to teachers, staff and employees via email or other means, promotional materials, product updates, upcoming events and other information pertinent to the Leader in Me process. Anyone receiving such information may opt out at any time.

Modification of Agreement: All amendments or modifications to this Agreement must be in writing and signed by the parties hereto. The person executing this Agreement on behalf of Client warrants that s/he is authorized to enter into this Agreement and has authority to bind Client.

Affirmative Action/Equal Opportunity Employer: FranklinCovey complies with the EEO Clause of EO 11246, as amended, and the provisions of 41 CFR Section 60-300.5(a); 41 CFR Section 60-741.5(a); 41 CFR Section 60-1.4(a) and (c); 41 CFR Section 60-1.7(a); 48 CFR Section 52.222-54(e); and 29 CFR Part 471, Appendix A to Subpart A, with respect to affirmative action program and posting requirements.

Force Majeure: Neither Client nor FranklinCovey shall be required to perform any term, condition, or covenant of this Agreement so long as such performance is delayed or prevented by acts of God, material or labor restriction by any governmental authority, civil riot, floods, hurricanes, or other natural disasters, or any other cause not reasonably within the control of Client or FranklinCovey.

Entire Agreement: This Agreement represents the entire understanding between the parties and supersedes all prior agreements, whether written or oral, relating to the subject matter hereof. In the event any terms contained in any subsequent purchase order (or similar document) sent or received in connection with this Agreement are inconsistent with the terms of this Agreement, the terms of the Agreement shall prevail.