

SCT® Trademark License Agreement

THIS AGREEMENT is entered into on this 1st of January, _____ by and between Dr. Yvonne M. Agazarian, an individual, with offices at 553 North Judson Street, Philadelphia, PA 19130 and the Systems-Centered Training and Research Institute, Inc. (SCTRI) with offices at 831 Derrydown Way, Decatur, GA 30030 (hereinafter referred to as Licensors), and _____, an individual, with offices at _____ (hereinafter referred to as Licensee).

WITNESSETH:

WHEREAS, Licensors are the sole and exclusive owner of the trademarks and registrations outlined in Schedule "A" and attached to and a part of this trademark licensing agreement (Trademarks); and
WHEREAS, Licensors have the power and authority to grant to Licensee the right, privilege, and license to use the Trademarks on or in association with the goods/services covered by the registrations; and
WHEREAS, Licensee desires to obtain from Licensor a non-exclusive license to use the Trademarked names on or in association with the Licensed Goods/Services; and
WHEREAS, both Licensee and Licensors agree to the terms and conditions that establish the parameters for a Licensee's use of the Trademarks.
NOW, as both parties agree to be legally bound by this agreement and the promises and agreements set forth herein. Both parties promise and agree as follows:

1. LICENSE

Licensors hereby grant to Licensee for the Term of this Agreement as recited herein the non-exclusive right to a _____ license to use the Trademarks on or in association with the Licensed Goods/services in the United States. It is understood and agreed that this license applies only to the Trademarks and the Licensed Goods/services and does not extend to any other mark, product, or service. Licensors offer five types of licenses as set forth below and described in Schedule B:

- A. SCT Provisional Practitioner
- B. SCT Practitioner
- C. SCT Trainer
- D. SCT Organization
- E. SCT Project License

2. TERM OF THE AGREEMENT

This Agreement and the provisions hereof, except as otherwise provided, shall be in full force and effect commencing on the date of execution by both parties and shall extend up to including the 31st of January, _____. Licensee shall, thereafter, have the option of renewing the Agreement for an unlimited number of additional 1-year Extended Terms provided that:

- (1) Licensee shall provide Licensors with written notification of its intention to renew the Agreement at least 60 days prior to the expiration of the current Term;

- (2) Licensee shall pay Licensors the sum recited in Paragraph 3, supra; and
- (3) Licensee has actually used the Trademark on the Licensed Goods/services within 6 months prior to expiration of the current Term.

3. LICENSE FEE

A. Initial License Fee

In consideration for the license granted hereunder for the Term hereunder, Licensee agrees to pay to Licensors the sum of \$1,000.00, payable upon execution of this Agreement, and agrees to provide Licensors with other good and valuable consideration, the receipt of which is hereby acknowledged by Licensors.

B. Renewal Fee

In the event that Licensee exercises the option to renew the Agreement for an Extended Term, Licensee agrees to notify the Licensor of their intent to renew in writing 2 months prior to the expiration of the license and to pay a licensing fee based on current market value which will be determined and offered no later than October 1, _____; subsequent renewal licensing fees will be determined and offered no later than October 1st of each subsequent year. This sum is due upon the exercise of Licensee's option to renew.

4. NOTICES, QUALITY CONTROL, AND SAMPLES

A. The License granted hereunder is contingent on the Licensee meeting the following conditions:

- (1) Licensee's agreement to maintain a current state license or the equivalent in the Licensee's profession and to provide documentation.
- (2) Licensee's agreement to maintain membership in good standing of his/her national professional organization or the equivalent.
- (3) Licensee's agreement to accept the values, norms and standards set forth by the Licensors and SCTRI and reflected in Schedule C.
- (4) Licensee's agreement to maintain membership in good standing in the Systems-Centered Training and Research Institute.
- (5) Licensee's agreement to participate in continuing education and assessment to maintain a level of expertise in the providing of the goods and services covered by the Trademarks as outlined in Schedule B.
- (6) Any materials or brochures developed by the Licensee and representing SCT, Systems-Centered or Systems-Centered Therapy are to be filed with the SCT Administrator.

B. The License granted hereunder is conditioned upon Licensee's full and complete compliance with the marking provisions of the trademark, patent and copyright laws of the United States.

C. The Licensed Goods/services, as well as all promotional, packaging, and advertising material relative thereto, shall include all appropriate legal notices as required by Licensor.

D. The Licensed Goods/services shall be of a high quality at least equal to comparable goods/services previously provided, manufactured and marketed by Licensors under the trademarks.

E. If the quality of the Licensed Goods/services falls below such quality, Licensee shall use its best efforts to restore such quality. In the event that Licensee has not taken appropriate steps to restore such quality within 30 days after notification by Licensors, Licensors shall have the right to require that the Licensee cease using the Trademarks.

F. Licensee agrees to meet the criteria set forth in Schedule B for license renewal and re-accreditation.

5. INTELLECTUAL PROPERTY RIGHTS

A. Licensee acknowledges Licensors' exclusive rights in the Trademarks and, further, acknowledges that the Trademarks are unique and original to Licensors and that Licensors are the owners thereof. Licensee shall not, at any time during or after the effective Term of the Agreement, dispute or contest, directly or indirectly, Licensors' exclusive right and title to the Trademarks or the validity thereof. Licensors, however, make no representation or warranty with respect to the validity of any patent, trademark, or copyright that may issue or be granted therefrom.

B. Licensee acknowledges that the Trademarks have acquired secondary meaning.

C. Licensee agrees that his/her use of the Trademarks inures to the benefit of the Licensors and that the Licensee shall not acquire any rights in the Trademarks as a result of this license.

6. TERMINATION

The following termination rights are in addition to the termination rights that may be provided elsewhere in the Agreement:

A. Immediate Right of Termination. Licensors shall have the right to immediately terminate this Agreement by giving written notice to Licensee in the event that Licensee does any of the following:

1. Immediate termination of this agreement upon loss of professional license or membership in primary professional organization and/or serious violation of the code of ethics of Licensee's state licensing board or professional organization.
2. Licensee has not met the criteria for licensing or license renewal set forth in Schedule B.
3. Fails to obtain or maintain product and/or professional liability insurance in the amount and of the type provided for herein.
4. Ceases to provide or market any licensed good/service for six consecutive months.

B. Right to Terminate Upon Notice. Either party may terminate this Agreement on 30 days written notice to the other party in the event of a breach of any provision of this Agreement by the other party, provided that, during the 30 day period, the breaching party fails to cure such breach.

C. Licensee Right to Terminate. Licensee shall have the right to terminate this Agreement at any time on 30 days written notice to Licensors, such termination to become effective at the conclusion of such 30 day period.

7. POST-TERMINATION RIGHTS

A. Not less than 30 days prior to the expiration of this Agreement or immediately upon termination thereof, Licensee shall provide Licensors with a complete schedule of all inventory of Licensed Goods/services then on hand.

B. Upon expiration or termination of this Agreement, Licensors may require that Licensee either destroy or return any licensed goods still on hand.

C. Upon the expiration or termination of this Agreement, all rights granted to Licensee under this Agreement shall forthwith terminate and immediately revert to Licensors and Licensee shall discontinue all use of the trademark in goods and services provided by the Licensee previously covered under this agreement.

D. Upon expiration or termination of this Agreement, Licensors may require that Licensee transmit to Licensors, at no cost, all material relating to the Work.

8. INDEMNITY

Licensee agrees to defend and indemnify Licensors, and officers, directors, agents, and employees, against all costs, expenses, and losses (including reasonable attorney fees and costs) incurred through claims of third parties against Licensors based on the manufacture or sale of the Licensed Goods/services under the Trademarks including, but not limited to, actions founded on product and/or professional liability.

9. INSURANCE

Licensee shall, throughout the Term of the Agreement, obtain and maintain at his/her own cost and expense from a qualified insurance company licensed to do business in Pennsylvania or Georgia and having a Moody's Rating of B+ or better, standard Professional Liability Insurance. Such policy shall provide protection against all claims, demands, and causes of action arising out of any defects or failure to perform, alleged or otherwise, of the Licensed Goods/services or any material used in connection therewith or any use thereof. The amount of coverage shall be as specified in Schedule D attached hereto. The policy shall provide for 30 days notice to Licensors from the insurer by registered or certified mail, return receipt requested, in the event of any modification, cancellation, or termination thereof. Licensee agrees to furnish Licensors a certificate of insurance evidencing same within 30 days after execution of this Agreement and, in no event, shall Licensee manufacture, distribute, or sell the Licensed Goods/services prior to receipt by Licensors of such evidence of insurance.

10. NOTICES

A. Any notice required to be given pursuant to this Agreement shall be in writing and mailed by certified or registered mail, return receipt requested, or delivered by a national overnight express service.

B. Either party may change the address to which notice or payment is to be sent by written notice to the other party pursuant to the provisions of this paragraph.

11. JURISDICTION AND DISPUTES

A. This Agreement shall be governed in accordance with the laws of the State of Georgia.

B. All disputes under this Agreement shall be resolved by the courts of the State of Georgia, including the U.S. District Court for the district of Georgia and the parties all consent to the jurisdiction of such courts, agree to accept service of process by mail, and hereby waive any jurisdictional or venue defenses otherwise available to it.

12. AGREEMENT BINDING ON SUCCESSORS

The provisions of the Agreement shall be binding on and shall inure to the benefit of the parties hereto, and their heirs, administrators, successors, and assigns.

13. WAIVER

No waiver by either party of any default shall be deemed as a waiver of prior or subsequent default of the same or other provisions of this Agreement.

14. SEVERABILITY

If any term, clause, or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause, or provision and such invalid term, clause, or provision shall be deemed to be severed from the Agreement.

15. ASSIGNABILITY

The license granted hereunder is personal to Licensee and shall not be assigned by any act of Licensee or by operation of law.

16. INTEGRATION

This Agreement constitutes the entire understanding of the parties, and revokes and supercedes all prior agreements between the parties. It shall not be modified or amended except in writing signed by the parties hereto and specifically referring to this Agreement.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have each caused to be affixed hereto its or his/her hand and seal the day indicated.

LICENSOR: DR. YVONNE M. AGAZARIAN

By: _____ Date: _____
Dr. Yvonne M. Agazarian

LICENSOR: SYSTEMS-CENTERED TRAINING AND RESEARCH INSTITUTE, INC.

By: _____ Date: _____
Director

LICENSEE:

By: _____ Date: _____

Title: _____

Schedule A:

SCT TRADEMARKS

The following Trademarks form part of this Agreement:

Name of Mark	Registration	Original Date of Issue	Goods/Services
SCT	1,965,274	April 2, 1996	Education Services, Namely Conducting Classes, Seminars and Workshops in the Field of Psychology
Systems-Centered	1,963,035	March 19, 1996	Education Services, Namely Conducting Classes, Seminars and Workshops in the Field of Psychology

Yvonne Agazarian assigned 10% ownership of the above trademarks to SCTR I on August 13, 2002.

Schedule B:

SCT Practitioner License

Requirements: Applicants must have completed intermediate core curriculum and met the goals of intermediate level training, be in ongoing case consultation with an SCT licensed practitioner, have been recommended for licensure by a licensing group of their peers, and be ratified by licensors.

Licensing Procedure: Applicants develop an SCT peer group that assesses each member's ability to link TLHS to the systems-centered protocol and the techniques that put the protocol into practice in the context of a case.

SCT Practitioner License Renewal

Requirements: Applicants have continued involvement in SCT training and perform 12 hours of pro bono service per year.

Re-Licensing Procedure: Demonstrated ability to link TLHS to the systems-centered protocol and the techniques that put the protocol into practice in the context of a case.

SCT Trainer License

Requirements: Applicants hold an active SCT Practitioner License, are a member of the Trainers Group, and are able to create and implement an SCT training structure in the context of the SCT curriculum.

Licensing Procedure: Licensing available on approval from licensors.

ALL Licensing Levels

Requirements: Hold current membership in SCTR and an active licensing agreement.

SCT Organization License

Organizations can be licensed to use the name SCT in conjunction with the following activities as well as other activities through direct negotiation with the trademark owners:

- 1) Established to contribute to knowledge with a theory of living human systems.
- 2) To further develop the methods of systems-centered education and practice.
- 3) To introduce systematic and replicable strategies for change that are isomorphic to conflict resolution and developmental needs within the community of organizations, groups and individuals in public, private and clinical settings.
- 4) To enable systems-centered practitioners to deliver services to the community.
- 5) To do research in long and short term change strategies.
- 6) To provide membership criteria that reflect the norms and values of SCT.

SCT Project License

The SCT Project License is granted to individuals or organizations by authorization of either Licensors for a one-project use and requires that the recipient of the project license work in ongoing consultation with a licensed SCT practitioner approved by the Licensors and with the skills requisite to the project for the duration of the project.

Schedule C:

The Goal of Trademark Licensing: to maintain the integrity of SCT methods and to ensure their practice within the following values:

1. Respect for the dignity and worth of all human beings.
2. Respect for context: members' behavior congruent with the norms of the environment and the norms of SCT.
3. Multi-level thinking: self-centering within a systems-centered context.
4. Empowerment of groups: authority residing with the group.
5. Decentralized authority: maximum local autonomy.
6. Commitment to develop a systems-centered environment: differences are discriminated and integrated in the service of the goal.
7. Creativity: to express our creativity, while affirming the creativity of others.
8. Open communication: communicating thoughts, feelings and concerns directly.
9. Diversity: no discriminatory behavior around race, ethnicity, culture, education, economic status, disability, religion and sexual orientation.
10. Organizational integrity: strive to live our values, saying what we mean and being open to hearing others' differences.
11. Accountability: quality service adjusted through an ongoing collaborative process with consumers.

Schedule D:**Insurance**

Licensee is required to purchase professional liability insurance that provides each incident coverage of at least \$1,000,000.