

REGISTRATION FORM & LICENSING AGREEMENT

Cook Ross Inc. Presents: Unconscious Bias Train-the-Trainer Program

NOTE: In order to be admitted into the Unconscious Bias Train-the-Trainer Program, the following are required:

1. Fully completed Registration Form.
2. A signed copy of the attached Licensing Agreement, with each page initialed. NOTE: Exhibit B of the contract displays a document Trainers will fill out onsite at the end of the Train-the-Trainer program.
3. Full payment for both the four-day training Course Tuition and the One-Year Non-refundable Licensing Fee.

Things to know about this program

1. During the course, you will receive Cook Ross Inc. content including:
 - Materials related to our two-hour introductory Unconscious Bias course.
 - A Facilitator Guide.
 - All materials on a USB drive.
2. To become a Trainer, you must:
 - Attend the entire four-day Train-the-Trainer Program.
 - Sign an individual agreement, shown in Exhibit B.
 - Renewal: The ability to act as a Trainer is good for two years; at which point a Trainer will be provided with access to a series of virtual learning events, through which the Trainer can renew his/her ability to continue to provide the training.
3. The Licensing Agreement
 - The licenses are held by and run the Trainer's organization.
 - Cook Ross Inc. remains the owner of all intellectual property in the course content and materials.
 - If a Trainer leaves his/her Organization for any reason, the license granted by the Licensing Agreement remains with the Organization. It is the Organization's responsibility to ensure they have Trainers to provide the training based on this Program.
 - The ability to act as a Trainer with Cook Ross Inc.'s intellectual property, upon completion of this Course is non-transferrable.
4. There are two costs for the course:
 - **Course Tuition** for each Trainer

| | |
|--|------------------------------|
| 1-2 Trainers: | \$3995/per Trainer |
| 3 or more Trainers: | \$3795/per Trainer |
| Unconscious Bias Learning Lab Graduate | \$2395 (40% discount) |

- **Yearly Licensing Fee** for the Organization

| <u># of learners</u> | <u>FEE for first year</u> | <u># of learners</u> | <u>FEE for subsequent years</u> |
|-----------------------------|----------------------------------|-----------------------------|--|
| Min 500 | \$6000 flat | Min 500 | \$995 flat fee |
| 501-1000 | \$12/ea | 501-1000 | \$1995 flat fee |
| 1001-2000 | \$11/ea | 1001-2000 | \$3650 flat fee |
| 2001-3000 | \$10/ea | 2001-3000 | \$4995 flat fee |
| 3001-5000 | \$9/ea | 3001-5000 | \$5495 flat fee |
| 5000+ | \$8/ea | 5000+ | \$5995 flat fee |

5. For questions about the Licensing Agreement or the costs of this Program, please contact: Natanya Khashan, natanya.khashan@cookcross.com, 301-329-2877.

REGISTRATION & LICENSING AGREEMENT FORM

Cook Ross Inc. Presents: Unconscious Bias Train-the-Trainer Date: _____, 2017

Please fill out this form completely and legibly.

Organization _____ Contact Name _____

Address _____ Email _____

_____ Cell Phone _____

_____ Ofc Phone _____

City/State/Zip _____

Participants Attending the Train-The-Trainer Program:

Email:

INSTRUCTION: Attach an original signed copy of the Licensing Agreement, as well as payment in the amount determined below, to this registration form. (Cook Ross Inc. will return a fully executed copy of the Licensing Agreement to the Organization’s contact listed above within 2 weeks.)

Fees Payment must be received at the offices of Cook Ross Inc. before the start of the course.

Course Tuition: \$3995 per Trainer (1-2 Trainers), \$3795 per Trainer for 3 or more Trainers, \$2395 Unconscious Bias Learning Lab Graduate

_____ Participants X \$ _____/ea = \$ _____

Yearly Non-Refundable Licensing Fee: See page 1 of Registration Form

_____ Learners X \$ _____/ea = \$ _____

TOTAL due:

Payment

____ PAY NOW Credit Card # _____ Exp _____ Code _____

Type of card: (circle one) MasterCard VISA AmEx Discover

____ REQUEST for INVOICE to Contact Name PO # (if applicable) _____

Signature _____

Submit to: Natanya Khashan, natanya.khashan@cookross.com, fax 301-565-3952

COOK ROSS INC – UNCONSCIOUS BIAS TRAIN-THE-TRAINER PROGRAM

TRAINING AND LICENSE AGREEMENT

This Training and License Agreement (“Agreement”) is made and entered into as of the ____ day of _____ 2016 (the “Effective Date”), by and between, Cook Ross Inc., a Maryland corporation (“Cook Ross”), and _____ (“Organization” and, collectively with Cook Ross, the “Parties”).

WHEREAS, Cook Ross is engaged in the business of providing consulting, training and facilitation services including the development of content and materials regarding diversity and inclusion in the workplace; and

WHEREAS, Cook Ross, has developed a four-day Unconscious Bias Train-the-Trainer Program (“Program”) to train individuals to prepare and deliver Cook Ross’ standard introductory two-hour Unconscious Bias course to a professional audience; and

WHEREAS, the Organization wishes to have each of the individuals identified in **Exhibit A** (each a “Trainer”) take the Program and become a Cook Ross Unconscious Bias Trainer so they can then provide training using Cook Ross’ standard introductory two-hour Unconscious Bias course to the Organization’s employees, students and contractor personnel regularly working at the Organization’s facilities (collectively, the “learners”; and

WHEREAS, the Organization also desires for each Trainer to be able to utilize Cook Ross’ content and materials to facilitate and conduct such training sessions and workshops for the Organization’s learners regarding unconscious bias and to obtain from Cook Ross the rights to do so during the Term of this Agreement as defined below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE 1: TERM

Section 1.1 Term. This Agreement and the rights granted herein shall be effective for a period of one (1) year from the Effective Date (such period, the “Term”).

Section 1.2 Renewal. The Term of this Agreement may be extended beyond the initial one (1) year period by a written agreement executed by the Parties.

ARTICLE 2: TRAINING OF TRAINER

Section 2.1 Cook Ross shall conduct and each Trainer shall attend and complete the Program. In general, the Program is designed to train the Trainer to prepare and deliver Cook Ross’ standard introductory two-hour Unconscious Bias course.

Section 2.2 The Program shall be conducted by Cook Ross at times and places designated by Cook Ross, in its sole and absolute discretion.

Section 2.3 Upon a Trainer’s successful completion of the Program and execution and delivery to Cook Ross of the certification set forth as **Exhibit B**, the Trainer shall be a Cook Ross Unconscious Bias Trainer, and the rights set forth in Article 3 of this Agreement shall be applicable. The Trainer’s status as a Cook Ross

ARTICLE 3: GRANT OF RIGHT

Section 3.1 Grant of License in Licensed Materials. Subject to the terms and conditions of this Agreement, while a Trainer is employed by the Organization, Cook Ross grants to the Organization a nonexclusive, non-transferable, non-assignable, and non-sublicensable, royalty-free license for the Trainer to utilize the content and materials list on **Exhibit C** (the “Licensed Materials”) to allow the Trainer prepare and deliver Cook Ross’ standard introductory two-hour Unconscious Bias training session to the Organization’s learners. The Organization acknowledges and agrees that, notwithstanding the foregoing grant, the right, title and interest to any and all intellectual property contained in the Licensed Materials, including, but not limited to, copyrights and any trademarks or service marks relating thereto, shall remain with Cook Ross. The Organization shall not have any right, title or interest in the Licensed Materials except as expressly set forth in this Agreement. All rights not hereby expressly granted to the Organization in this Agreement are reserved to Cook Ross and Cook Ross shall be free to use and dispose of such rights in its sole and absolute discretion. For the avoidance of doubt, only a Trainer employed by the Organization is permitted to use the Licensed Materials in accordance with the terms and conditions of this Agreement. If a Trainer ceases to be employed by the Organization, the Organization may not transfer the license to use the Licensed Materials to an individual who has not successfully completed the Program.

Section 3.2 At the conclusion of the Term or upon the early termination of this Agreement, the Organization shall cease to allow any Trainer to conduct any training sessions regarding unconscious bias utilizing any of the Licensed Materials or information derived therefrom or from the Program and the Organization agrees that it shall not use any of the Licensed Materials following the end of the Term or upon the early termination of this Agreement without Cook Ross’ prior express written permission.

ARTICLE 4: PROHIBITED USES & PROPRIETARY RIGHTS

Section 4.1 Except as required by law or regulation, the Organization and its Trainers shall not utilize the Licensed Materials for any purpose or in any manner not expressly permitted in Article 3 of this Agreement. Except as specifically set forth in this Agreement, no express or implied license or right of any kind is granted to the Organization or any Trainer regarding the Licensed Materials or any of Cook Ross’ intellectual property. The Organization covenants and agrees that neither it nor any of its Trainers shall reproduce, copy, translate, modify, adapt, disassemble, decompile, or reverse-engineer any of the Licensed Materials; provided, however, that the foregoing limitation shall not prohibit a Trainer from (i) reproducing handouts included in the Licensing Materials and providing these to learners who take the two-hour Unconscious Bias course, or (ii) making a copy of the Facilitator Guide included in the Licensing Materials for the Trainer’s own personal use. The Organization shall not assert or claim to any third party that either the Organization or any of its Trainers has any right, title or interest in any of the intellectual property contained in any of the Licensed Materials. Any unauthorized use or misuse of the Licensed Materials shall be a material breach of this Agreement.

Section 4.2 The Organization and its Trainers shall utilize the Licensed Materials only with proper attribution to Cook Ross. The Organization further agrees not to use the Cook Ross' name or any trademarks or service marks of Cook Ross in connection or combination with any third-party name, logo, trademark, service mark, inscription or designation without Cook Ross' prior express written approval. Neither the Organization nor any of its Trainers shall adopt or use any variation of the Cook Ross name or any trademarks or service marks of Cook Ross without Cook Ross' express prior written consent. The Organization and its Trainers agree to include on all displays of the Cook Ross name or any trademarks or service marks of Cook Ross to learners or any third-parties all notices and legends required by applicable law or regulations to preserve and protect all of Cook Ross' right, title and interest in to such names, trademarks or service marks.

ARTICLE 5: PAYMENTS

Section 5.1 In exchange for the rights conferred by this Agreement upon the Organization and its Trainers, upon execution and delivery of this Agreement to Cook Ross, the Organization has also paid Cook Ross the tuition for the Program, as well as the yearly licensing fee shown on the registration form for the Program attached hereto as **Exhibit D**.

Section 5.2 The Organization shall maintain records regarding the training sessions and workshops that Trainer holds as a Cook Ross Unconscious Bias Trainer, including, the date, time and location of any such training session or workshop, and the number of attendees. This information shall be provided to Cook Ross on a quarterly basis at the address set forth in Section 8.5.

ARTICLE 6: INDEMNIFICATION

Section 6.1 The Organization shall indemnify and hold Cook Ross its officers, employees and agents harmless from and against, any loss, cost, liability, claim, damage, expense (including, without limitation, reasonable attorneys' fees and disbursements), penalty or fine incurred in connection with or arising from any loss, damage or injury, whether physical (including, without limitation, death), economic or otherwise, to any third party arising from, about or concerning its Trainers' use of the Licensed Materials or any duty, right or obligation or breach thereof by the Organization or any of its Trainers arising from this Agreement. The obligations of this Section 6.1 shall survive the termination of this Agreement. For the avoidance of doubt, nothing in this Section 6.1 shall require Cook Ross to be indemnified from any third party claim that the Licensed Materials infringe upon such party's intellectual property rights.

ARTICLE 7: TERMINATION; INJUNCTION

Section 7.1 Cook Ross shall have the right to terminate this Agreement if there is a material breach of any of the Organizations obligations hereof and the Organization fails to cure such breach within ten (10) days of the date of written notice by Cook Ross.

Section 7.2 The Organization expressly agrees that monetary damages would be inadequate to compensate Cook Ross for any breach of the Organization's covenants and agreements set forth in this Agreement. Accordingly, the Organization agrees and acknowledges that any such violation or threatened violation will cause irreparable injury to Cook Ross and that, in addition to any other remedies that may be available, in law, in equity or otherwise, Cook Ross shall each be entitled to obtain

injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the Organization or its Trainers, without the necessity of proving actual damages.

ARTICLE 8: MISCELLANEOUS PROVISIONS

Section 8.1 This Agreement contains the complete understanding and agreement between the Parties concerning the training of the Organization’s Trainers and their use of the Licensed Materials and shall, as of the Effective Date, supersede all previous oral and/or written and all contemporaneous oral negotiations, commitments, writings and understandings between the Parties regarding the subject matter hereof. Neither party has made any representation with respect to the subject matter of this Agreement not specifically included herein nor has either party relied on any such representation in entering into this Agreement.

Section 8.2 This Agreement may only be modified by a writing signed by both Parties. Any rights, duties or obligations hereunder may only be waived by a writing signed by the party waiving such rights, duties or obligations.

Section 8.3 The unenforceability or invalidity of any term, provision or section of this Agreement shall not affect the validity or enforceability of the remaining terms, provisions, or sections hereof, but such remaining terms, provisions or sections shall be construed and interpreted in such a manner as to carry out fully the intent of the Parties hereto.

Section 8.4 This Agreement shall be governed by, and construed in accordance with, the law of the Maryland (without regard to any conflict of laws principle or other provision that might refer the governance or the construction of this Agreement to the law of any other jurisdiction). The Parties agree that any dispute related to or arising out of this Agreement shall be resolved through binding arbitration which shall be conducted in the State of Maryland. In the event of a dispute regarding this Agreement, the prevailing party shall be entitled to recover its attorney’s fees and costs associated with the dispute.

Section 8.5 Any and all notices, demands, requests and other communications hereunder shall be in writing, and shall be given by certified mail, postage prepaid or by nationally recognized air courier service to the addressee of the other Party at the address of such other Party set forth below:

If to Cook Ross:

Cook Ross Inc.
8515 Georgia Avenue, Suite 800
Silver Spring, MD 20910
Attn: Natanya Khashan

If to organization:

Any such notice, demand, request or other communication shall become effective when received (or refused) by the addressee, provided that any notice, demand, request or other communication that is received (or refused) other than during regular business hours of the recipient on a business day shall be deemed to have been given at the opening of business on the next business day. From time to time, either Party may designate a new address for purposes of notice hereunder by notice to such effect to the other Party.

Section 8.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute but one and the same instrument.

Section 8.7 The failure of either Party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

Section 8.8 Notwithstanding any language in this Agreement or any other agreement, representation or warranty to the contrary, neither the Organization nor any of its Trainers shall be deemed or considered an employee, partner or joint venturer of Cook Ross and shall not hold itself/himself/herself out to be an employee, partner or joint venturer of Cook Ross. Further, for the avoidance of any doubt, neither the Organization nor any of its Trainers shall, as a result of this Agreement, be an agent of Cook Ross or have any authority, express or implied, by implication or otherwise, to enter into contracts on behalf of or otherwise in any way bind or obligate Cook Ross in any fashion.

Section 8.9 Neither party may assign, directly or indirectly, all or part of its rights or obligations under this Agreement without the prior written consent of the other party.

Section 8.10 This Agreement shall be construed fairly as to all Parties and not in favor of or against any party, regardless of which party prepared the Agreement.

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

COOK ROSS INC., a Maryland corporation

[ORGANIZATION] _____

Signature: _____

Name: _____

Signature: _____

Title: _____

Name: _____

Organization: _____

Exhibit A

Listing of Trainers – Names, Phone Numbers & Email Addresses



Exhibit B

Trainer Certificates, Covenants and Acknowledgements

Name: _____ Cell Phone: _____
Organization: _____ Bus. Phone: _____
Address: _____ E-mail: _____

The person named above (“Trainer”) has completed the four-day Unconscious Bias Train-the-Trainer Program (“Program”) developed and presented by Cook Ross Inc. (“Cook Ross”). To be listed as a Cook Ross Unconscious Bias Trainer who is authorized to prepare and deliver Cook Ross’ standard introductory two-hour Unconscious Bias training session in accordance with the terms and conditions of the Training and License Agreement (“Agreement”) entered into between Cook Ross and the Organization listed above, Cook Ross requires the Trainer to provide the Certifications, Covenants and Acknowledgements to Cook Ross set forth below.

Trainer hereby states:

1. Except as required by law or regulation, Trainers shall use the Licensed Materials (as defined in the Agreement) that Trainer received at the Program solely for the purpose of providing the Cook Ross standard two-hour Unconscious Bias course to the Organization’s employees, students and contractor personnel regularly working at the Organization’s facilities.

2. Trainer acknowledges that he/she has been granted no individual express or implied license or right of any kind regarding the Licensed Materials or any of Cook Ross’ intellectual property and any such rights granted under the Agreement shall be held by and accrue to the Organization. If Trainer ceases to be an employee of the Organization, Trainer understands and acknowledges that he/she shall no longer be permitted to and shall not provide the Cook Ross standard two-hour Unconscious Bias course unless Trainer joins another organization that has executed a Training and License Agreement with Cook Ross that would allow this.

3. Trainer shall not assert or claim to any third party that Trainer has any right, title or interest in any of the intellectual property contained in any of the Licensed Materials. Trainer acknowledges that the right, title and interest to any and all intellectual property contained in the Licensed Materials, including, but not limited to, copyrights and any trademarks or service marks relating thereto, shall remain with Cook Ross.

4. Trainer shall not reproduce, copy, translate, modify, adapt, disassemble, decompile, or reverse engineer any of the Licensed Materials; provided, however, that the foregoing limitation shall not prohibit Trainer from (i) reproducing handouts included in the Licensing Materials and providing these to learners who take the two-hour Unconscious Bias course, or (ii) making a copy of the Facilitator Guide included in the Licensing Materials for Trainer's own personal use. The Organization shall not assert or claim to any third party that either the Organization or any of its Trainers has any right, title or interest in any of the intellectual property contained in any of the Licensed Materials.

5. Trainer acknowledges that by completing the Program and giving the Cook Ross standard two-hour Unconscious Bias course to learners, Trainer is not and shall not be deemed or considered an employee, partner or joint venturer of Cook Ross. Trainer covenants and agrees not to hold himself/herself out to be an employee, partner or joint venturer of Cook Ross. Trainer acknowledges that he/she is not an agent of Cook Ross and has no authority, express or implied, by implication or otherwise, to in any way bind or obligate Cook Ross in any fashion.

6. Trainer acknowledges that Trainer's status as a Cook Ross Unconscious Bias Trainer shall be effective for a period of two (2) years from the date set forth below. It is anticipated that Trainer will be provided with information at the address set forth above from time-to-time regarding events, including, but not necessarily limited to, virtual learning events through which Trainer can continue to be Cook Ross Unconscious Bias Trainer after this two (2) year period has expired.

By: TRAINER

Date:

Program Location: Silver Spring, MD

Exhibit C

Licensed Materials

The Cook Ross Inc. Unconscious Bias Two-Hour Course Materials:

- Printed Facilitator Guide
- Thumb Drive containing:
 - o PowerPoint presentation
 - o Video files to support presentation
 - o Takeaway sheet – option to print for Learners
 - o Facilitator’s Guide

Exhibit D

Completed Registration Form Submitted With Payment