

NOT A NUMBER | LOVE146

LICENSE AGREEMENT

Not a Number: A Child Trafficking and Exploitation Prevention Curriculum

Parties

- 1.1 Parties. This License Agreement (the “Agreement”) is entered into and executed as of **July 21, 2021** (“Effective Date”), by and between **Love146, Inc.** (“Love146”), and **Williamson County Sheriff's Office** (“Licensee”) (each, a “Party,” and collectively, the “Parties”).

Purpose

- 2.1 Prevention Education. Love146 developed the *Not a Number* curriculum (the “Curriculum”) in an effort to equip vulnerable and at-risk youth with educational tools and information resources with which to protect themselves and their peers from the modern realities of child trafficking and exploitation. Licensee seeks to utilize the Curriculum in aid of its efforts to serve and protect similarly situated youth.

License

- 3.1 License. Subject to the terms and conditions in this Agreement, Love146 hereby grants Licensee, for the duration of the Term (as defined in 8.1), a nonexclusive, non-sublicensable, non transferable license (the “Curriculum License”) to the Curriculum. Licensee shall have the following limited rights under the Curriculum License:
- (a) to use the Curriculum for implementation of the Curriculum in the United States, but in no event shall Licensee be permitted to use the Curriculum for anything other than nonprofit, educational purposes; and
 - (b) to display, reproduce, distribute, and/or perform one or more parts of the Curriculum that are intended for participant use during implementation of the Curriculum.
- 3.2 Versions and Updates. The licensed Curriculum includes the materials specified in Exhibit A plus any attendant collateral materials available through the Curriculum web portal. Love146 will deliver any updates to the Curriculum (including any attendant collateral materials) to Licensee as available. Delivery will be in the sole discretion of Love146, which will maintain no obligation to develop any updates or materials.
- 3.3 Limitation of License. Licensee may not adapt, alter, transform, or otherwise create derivative works of the Curriculum except with written authorization from Love146. Any derivative works created by Licensee shall be owned by Love146 and will be included as part of the Curriculum licensed to Licensee under this Agreement. Licensee shall not utilize, reproduce, distribute, or perform the Curriculum except as specifically provided in this Agreement. Doing so will constitute a material breach and give Love146 the option to terminate the Agreement immediately, notwithstanding anything to the contrary in Section 8.2.

Training and Implementation

- 4.1 Delivery of Curriculum. Love146 will deliver the Curriculum and any updates and attendant collateral materials to Licensee in printed and/or electronic form.
- 4.2 Qualifications to Implement. Working with vulnerable and at-risk youth is a sensitive undertaking and must be done with thoughtfulness and care. The care must be even greater when youth have experienced or are experiencing exploitation and abuse. Because disclosures relating to abuse and exploitation are common during Curriculum implementation sessions, Licensee shall designate employees or persons under the control or supervision of Licensee (“Qualified Facilitators”) to facilitate implementation of the Curriculum. Qualified Facilitators must possess a minimum level competency and training in the areas of trauma, commercial sexual exploitation, substance abuse, mental health, and behavioral management, including, but not limited to:
- (a) understanding methods for appropriately acknowledging victim experience and avoiding victim retraumatization, and understanding protocol for making appropriate referrals; and
 - (b) understanding their duties under applicable mandatory reporting laws for the state in which they provide training.

Licensee may provide access to the Curriculum only to Qualified Facilitators who have received Training from Love146. Licensee may not distribute the Curriculum or provide training for the Curriculum to individuals, volunteers, agencies, or organizations.

- 4.3 Training. Love146 will provide an initial three-day training (the “Initial Training”) for Qualified Facilitators of Licensee who meet the qualifications set forth in Section 4.2. The Initial Training is designed to equip Qualified Facilitators of Licensee to facilitate implementation of the Curriculum and collect the appropriate evaluative data. Love146 will provide Continuing Education Units (CEUs) to Initial Training participants, pending availability and approval.

Within 30 days of each anniversary of the Effective Date of this Agreement, Licensee will ensure that each Qualified Facilitator whom Licensee intends to employ as a facilitator of the Curriculum during the following year receives annual certification training (“Annual Certification”) from Love146. Each Annual Certification will provide updated training and will cover any changes made to the Curriculum in the previous year.

- 4.4 Implementation. Licensee agrees to use its best efforts in implementing the Curriculum. Licensee and its Qualified Facilitators may implement the Curriculum with minor technical modifications as needed; however, if Licensee wishes to deviate in substance from the Curriculum as designed by Love146, Licensee shall first consult with and obtain written authorization from Love146.

- 4.5 Measuring and Reporting Outcomes. In recognition that outcome measurements and the programmatic adaptations they inform are vital to the continued success of the implementation

of the Curriculum, Licensee agrees to submit the following, non-identifiable data, within one month of each implementation session: (a) pre- and post-surveys of participants; (b) disclosures of human trafficking, commercial sexual exploitation of a child, sexual abuse, sexual assault, intimate partner violence, and child abuse, and provide reports of the same to Love146; (c) fidelity monitoring survey. Licensee and its designated Qualified Facilitators agree to cooperate and assist in performing (a) through (c) above.

Fees and Payments

5.1 Fees and Payments. In consideration of the Curriculum License granted by Love146 and the Training provided by Love146 under this Agreement, Licensee shall pay to Love146:

- (a) The one-time training fee (the “Training Fee”) of \$ 0 per person. Unless otherwise agreed to, the Training Fee is due within 30 days of the Effective Date of the Agreement;
- (b) a one-time materials fee (the “Materials Fee”) of \$ 0 per person. To cover the cost of production, a Materials Fee of \$50 is assessed for each Qualified Facilitator receiving training; and
- (c) an annual relicensing fee (the “Annual Relicense Fee”) of \$ 200.00 per person at the end of year 3 of certification, unless otherwise specified. An Annual License Fee will apply for each Qualified Facilitator designated by Licensee to receive training from Love146 to facilitate implementation of the Curriculum. Annual License Fees are due within 30 days of each anniversary of the Effective Date, so long as the Agreement has not been terminated.
- (d) Love146 reserves the right to change these terms at any time. In the event that any changes are made, the revised terms shall be disseminated immediately.
- (e) Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date Customer receives the goods under the contract; (2) the date the performance of the service under the contract is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by Customer in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of Customer’s fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.

5.2 Costs and Expenses. Licensee will bear its own costs and expenses, including travel expenses, associated with attending all Training sessions provided by Love146, and any other costs and expenses incurred by Licensee in implementing the Curriculum.

Media and Trademarks

- 6.1 Use of Marks. Love146 grants to Licensee a non-exclusive, non-sublicensable, nontransferable license (“Mark License”) to use “Love146,” “Not a Number,” and Love146’s other logos, trademarks, and service marks associated with the Curriculum (the “Marks”): (a) during implementation of the Curriculum under this Agreement, and (b) on Licensee’s website or in Licensee’s promotional materials for services provided by Licensee in connection with the Curriculum, provided that any website or promotional use is accompanied by the following disclosure:

Love146’s name and logo are used with its permission, which in no way constitutes an endorsement of any product, service, company, opinion, or political position. For more information about Love146, please visit www.love146.org.

Any use of marks must be in line with the Style Guide located on the Not146 portal. Any other use of the Marks by Licensee requires the prior written consent of Love146. Licensee agrees the nature and quality of any services rendered by Licensee in connection with Love146’s Marks will be of a quality that is equal to or higher than comparable services in the industry. Love146 may at any time and in its own discretion demand to inspect or withdraw consent for Licensee’s use the Marks. All rights in the Marks and the goodwill associated with the Marks remain property of Love146.

- 6.2 Independent Contractors. While Love146 and Licensee may share common charitable and educational purposes of preventing child trafficking and exploitation, Love146 and Licensee remain independent contractors, and neither Party is authorized to make any representations on the other Party’s behalf. Each Party may acknowledge the other Party as having provided input and support to the Parties’ common goals and objectives.

Additional Obligations

- 7.1 Compliance with Child Protection Policy. Licensee agrees to require each Qualified Facilitator to agree to and abide by a child protection policy that exists at Licensee's organization and/or the child protection policy provided by the Licensee's respective State.
- 7.2 Confidentiality and Non-Disclosure. The Parties shall keep the terms of this Agreement strictly confidential, but may however, disclose the terms to government entities (local, state, and/or federal) having the authority to make a demand for the production of the Agreement and/or its terms. The existence of an agreement between the Parties is not confidential.

Licensee may publicly release outcome measurements, reports, and other information associated with implementing the Curriculum only with prior written approval from Love146. All client and participant information including, but not limited to, records of disclosure of victimization will be treated as confidential by the Parties – each of whom shall maintain clear

policies on client confidentiality to ensure that examples of program effectiveness protect participant identity.

- 7.3 Disclaimer of Warranties. LOVE146 PROVIDES THE CURRICULUM AND ALL OTHER MATERIALS AND TRAINING UNDER THE AGREEMENT “AS IS” AND “WITH ALL FAULTS.” LOVE146 EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE CURRICULUM, MATERIALS, AND TRAINING. ANY WARRANTIES OR REPRESENTATIONS MADE BY ANY OTHER PERSON ARE VOID.
- 7.4 Limitation of Liability. In no event shall Love146 be liable to Licensee for any special, indirect, incidental, consequential, or exemplary damages arising out of or in connection with the Curriculum License or Mark License granted in this Agreement or the training provided under this Agreement. Love146 shall not be liable for any damages of any kind incurred as a result of Licensee’s own acts or omissions in implementing the Curriculum. In no event shall Love146’s aggregate liability to Licensee for any losses or claims exceed the sum of the Initial Fee and Annual License Fees paid by Licensee.

Term and Termination

- 8.1 Term. This Agreement begins as of the Effective Date and remains in effect unless and until terminated by either Party in accordance with paragraph 8.2, below (the “Term”).
- 8.2 Termination of the Agreement. Love146 will have the right to terminate this Agreement immediately by written notice to Licensee if Licensee materially breaches this agreement, including as provided under Sections 3.3 and 7.1, and not limited by this section 8.2. Either Party may terminate this Agreement, with or without cause, upon 90 days’ written notice to the other Party (the “Notice Period”). Upon notice by a Party, the Agreement shall terminate on the next anniversary of the Effective Date following the Notice Period.
- 8.3 Effect of Termination. Upon expiration or termination of this Agreement for any reason, the Curriculum License and the Mark License shall terminate. Licensee agrees to promptly return to Love146, and refrain from further using (a) all parts of the Curriculum in its possession or other attendant collateral materials of the Curriculum; (b) any images, logos, marks, promotional pieces of Love146; (c) all data and information derived by Licensee from implementation of the Curriculum; (d) and any Confidential Information of Love146. Sections 7.2 through 7.4 and 9.5 shall survive the termination of this Agreement.

Miscellaneous

- 9.1 Entire Agreement. This Agreement contains the entire agreement and understanding between the Parties. No modification of this Agreement shall be made without a written agreement of both Parties.

- 9.2 Assignment. Licensee may not assign or transfer any of its rights and obligations under the Agreement without the prior written consent of Love146. Any attempted assignment or transfer in violation of this clause shall be void.
- 9.3 Severability. If any provision of this Agreement is found to be invalid or unenforceable, the remainder of the Agreement shall be interpreted as if the invalid or unenforceable provision were not contained in this Agreement.
- 9.4 Notice. Any notice under this Agreement may be given by hand delivery, email, or certified United States Mail, postage prepaid, and return receipt requested addressed to each Party respectively:

Love146
c/o Erin Williamson
P.O. Box 8266
New Haven, CT 06530
Erin@Love146.org

Williamson County Sheriff's Office
c/o James Carmona
508 S Rock St,
Georgetown, TX 78626
james.carmona@wilco.org

- 9.5 Dispute Resolution. Should the Parties experience any disagreement related to or arising under this Agreement, they agree to seek reasonable conciliation without the threat or use of formal legal remedy. If, however, a mutual understanding and agreement cannot be reached through good faith efforts, and the assistance of a court becomes necessary, the Parties agree that this Agreement shall be construed in accordance with and governed by the law of the State of Connecticut, regardless of any conflicts of law principles that would dictate otherwise. The state or federal courts of Connecticut shall be the venue for all claims arising out of or in connection with this Agreement.
- 9.6 Publication of Licensed Agencies. Licensee agrees to its inclusion in Love146 publications listing the various Curriculum licensees.

Additionally, in an effort to maximize the beneficial reach of the Curriculum, Love146 would like to indicate within those publications whether each licensed agency is available for third party implementation. However, Love146 will only designate Licensee as available for third party implementation requests if Licensee consents by completing Exhibit B.

- 9.7 Execution. This Agreement may be executed in any number of counterparts, all of which taken together will constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

AGREED TO AND ACCEPTED:

LOVE146, INC.

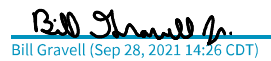


09/14/2021

By: Erin Williamson, Vice President of Global Programs and Strategy
Duly Authorized

Date

Williamson County Sheriff's Office


Bill Gravell (Sep 28, 2021 14:26 CDT)

Sep 28, 2021

By:
Duly Authorized

Date

EXHIBIT A

Versions of Curriculum included in Curriculum License

1. *Not a Number*, A Child Trafficking and Exploitation Prevention Curriculum 2nd Edition, copyrighted 2014, 2017.
2. Attendant collateral materials relating to 1. above, including those found on the Curriculum web portal.

EXHIBIT B

Third Party Implementation Availability

Love146 frequently receives requests for prevention education implementation around the country but is unable to fulfill all of them. If you or your agency is open to facilitating the Curriculum for third parties, please complete this form indicating your contact information to be listed and any availability limitations you may have. If you would like to list more than three contacts, please provide the appropriate information for each individual by adding a second page to this exhibit.

Licensee:

Comments:

Contact 1

Name:

Email:

Phone Number:

Geographic Area Covered (e.g, "New York State," or "The Albany Capital Region," or "Manhattan, Queens, and Brooklyn," or "Lower Manhattan," etc.):

Contact 2

Name:

Email:

Phone Number:

Geographic Area Covered:

Contact 3

Name:

Email:

Phone Number:

Geographic Area Covered: