

**AGREEMENT
COMMUNITY ACTION POVERTY SIMULATION (CAPS)**

This Agreement is entered into as of the last date indicated in the signature block below (the “Effective Date”), between _____,

a _____ whose address is _____

(“Licensee”), and **Missouri Community Action Network**, a Missouri nonprofit corporation whose address is 3337 Emerald Lane, Jefferson City, Missouri, USA 65109 (“Missouri CAN”).

Licensee desires to obtain from Missouri CAN a license to use privately: Missouri Community Action Poverty Simulation (“CAPS”) and ancillary materials to promote Licensee’s use of CAPS (the “Licensed Material”), and Missouri CAN desires to grant Licensee the right to use privately the Licensed Material, subject to the limitations set forth herein.

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 use privately the Licensed Material solely for educational purposes. Licensee shall have no right to sell, rent, encumber, sublicense, 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 MATERIAL.** All Licensed Material 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 Material to Licensee. Licensee shall have no right to make modifications to any of the Licensed Material. Licensee shall not add or remove any trademark, service mark, logo, copyright notice, or digital rights management protection from the Licensed Material without the express written permission of Missouri CAN.
3. **RECOGNITION OF MISSOURI CAN.** When promoting use of the CAPS or providing the CAPS experience, Licensee shall give credit to Missouri Community Action Network as the copyright owner of the CAPS. This includes, but is not limited to, brochures, posters, flyers, website pages, and Prezi or PowerPoint presentations created by Licensee.
4. **TERM.** The license granted in **Section 1 (License Grant)** shall commence on the Effective Date and shall be perpetual until terminated in accordance with **Section 9 (Breach)** below or the Licensed Material is all returned to Missouri CAN.
5. **COMPENSATION.** The total price of the license for the Licensed Material, including the CAPS kit, is \$3,500 (“Standard Price”). In some limited circumstances, the Standard Price may be adjusted (“Adjusted Price”). Licensee shall pay Missouri CAN the Standard Price plus shipping costs, or the Adjusted Price plus shipping costs, before the Licensed Material is shipped. In the event Licensee pays via purchase order, Missouri CAN will invoice Licensee and Licensee shall remit payment within 30 days of invoice. Any past due amount will bear a late charge computed at the rate of one and one half percent (1.5%) per month.
6. **BINDING EFFECT.** This Agreement shall be binding upon all heirs, successors, and permitted assigns of both parties.

7. **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 any claim, demand, action, or proceeding arising out of or related to the Licensed Material, except for those claiming that the Licensed Material, 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.
8. **DELIVERY.** Missouri CAN shall ship the Licensed Material to Licensee in useable condition within ten weeks following execution of this Agreement by both parties and receipt of payment or purchase order by Missouri CAN.
9. **BREACH.** If Licensee breaches any part of this Agreement, including, for example, removing any logo or copyright notice, Licensee's right and license to use the Licensed Material is automatically and immediately terminated.
10. **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.
11. **GOVERNING LAW.** This Agreement will be governed by the laws of the State of Missouri without regard to conflicts of laws principles.
12. **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.
13. **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.
14. **CONTACT.** Missouri CAN may share information relating to Licensee's Primary Contact from time to time, for example, with prospective licensees. Licensee's Primary Contact is:

Name: _____

Title: _____

E-mail address: _____

Phone number: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

LICENSEE

MISSOURI COMMUNITY ACTION NETWORK

Signature: _____

Signature: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____