



## **Host & Instructor License Agreement Policy**

Thank you for being a part of this important work in empowering the youth! At Rising UpTogether, we believe the youth are well cared for with individuals like you who want the best for them and look for opportunities to build them up! We have worked hard to create content that is relevant, connecting, and inspires youth to want to implement essential habits, build character, and empower them with skills for a successful future. You are purchasing a license at this time (“Content”). We provide this Content to you and others like you, but the Content is meant to be adapted to your individual use and situation. Due to this, we do not actively manage the use of the Content, and you remain responsible to ensure that the Content is used appropriately and that the program you carry out is safe for those participating. These terms and conditions set forth in this contract (“Agreement”) establish the conditions under which we grant you a license to use the Content.

### **Background**

In carrying out our mission, we have assembled and created the Content from a body of various works from informative or authoritative sources, individuals and organizations sharing our goals. At all times, the Content remains the property of Rising Up Together, and you are obtaining a License to use the work for certain purposes. The Content has been provided by generous donors, partners, and contributors to help empower youth and adults, but it is protected by copyright to ensure that we can continue to provide this type of help to others. You have asked us for the right to use the Content in your programmatic activities, and we are grateful that you are working to serve the youth. This Agreement sets out the basis, terms, and expectations for such use as we work together to serve our respective communities.

### **1. Basic Agreement**

#### **1.1 License Grant; No Derivative Works**

Subject to the terms and conditions of this Agreement, we hereby grant to you a revocable, non-exclusive, non-transferable, and non-sub licensable license to use the Content in your program(s) and event(s) with your members or participants for the number of participants and for the length identified in the specific license category that you purchased, which length does not exceed one year (“License”). This License is an annual license and must be repurchased each year in order to continue using the curriculum, Content, and any related materials after the

purchased year ends. The License does not include the right to copy or distribute the Content to any person outside of your organization or group or to use it with others outside of the number of participants authorized by your license type. You also may not resell the Content or provide it for free to others. You may only use the license subscription for the number of participants permitted by your license. We fully operate by the generous contributions of many individuals and entities, and we ask that you direct any requests for the Content to us to enable that our work is able to continue forward. You may not revise, supplement, or create other derivatives of the Content without our prior written approval. After the License term expires, you may repurchase the License to continue using the Content. If you do not repurchase the License, you must cease all uses of the Content and delete or destroy any of the Content that you have in your possession.

We will work to update the Content to be in line with new findings or understandings that come to light, and so if you use old or outdated Content, you may be using programs, policies, or information that may not be accurate as the world continues to learn more about mental health, resilience, and other items that may impact parts or all of the Content. While we strive to have the Content be up-to-date based on current knowledge (though we do not guarantee that all Content is fully updated based on all current discoveries and knowledge), we expect that there will be continued developments and discoveries that change parts of the Content or the way it is administered. If you do not utilize updated Content, you remain fully liable for all harm or damages that may occur to any participant, and you agree to fully indemnify us from any such harms or damages that may occur. Nothing contained herein provides any permission for you to use the Content past the License term.

## 1.2 Mission-Related, Non-Commercial Use

The license set out in Section 1.1 is intended to permit use by you of the Content in carrying out purposes related to our mission. You may not exercise any of the rights granted to you in Section 1.1 in any manner that is primarily intended for or directed toward commercial advantage or private monetary compensation. For example, you may not simply sell copies of the Content. Additionally, we reserve the right to terminate the License and your right to utilize the Content if we find that you have not been abiding by the provisions set forth in this Agreement, that you are using it for a purpose that conflicts with our mission or purpose, or youth or families are being harmed in any way as a result of your use of the Content or your failure to provide a safe environment for them.

## 1.3 Ownership of Content

Rising Up Together retains ownership of all right, title, and interest in and to the Content, or any portion of the Content. We reserve all rights not specifically transferred to you by this Agreement. Nothing in this Agreement restricts our ability to revise, supplement, or create derivative works of the Content, and we are under no obligation to make or provide you with such revisions, supplements, or derivative works. Generally, you may need to pay for another License to have access to such revisions, supplements, or other works.

#### 1.4 Attribution

When you use the Content, you are required to let others know that you are utilizing Content from Rising Up Together. You agree to not state that the Content or program is your own, but you do agree to let others know that you are implementing the Content in your own way and based on the needs of your group. You agree to let others know that you, and not Rising Up Together, is responsible for the actual group, meeting, or event.

#### 1.5 Monitoring Rights

While we are not required to do so, you agree that we may from time to time review uses of the Content. If we determine that any use violates the terms of this Agreement, or is in any other way inappropriate, we will send you notice to cease the improper use and you agree to immediately stop the impermissible use in its entirety. We may also revoke your License to use the Content.

#### 1.6 Compliance with Law

You may not use the Content in a manner that violates any law; infringes on the copyright, literary, privacy, publicity, trademark, service mark, or any other personal or property right of any person; or constitutes libel or defamation of any person or entity. You agree to use the Content in a manner that uplifts, serves, and helps those that you work with.

#### 1.7 Protection of Youth Practices

While Rising Up Together does not oversee or manage your activities, programs, or events, we do request that you follow best practices when it comes to helping to keep youth safe. The culture at Rising Up Together is to build each other regardless of an individual's sex, race, national origin, or beliefs. We want all youth to feel welcome in this program, and we do not discriminate against anyone from participating if they are willing to follow our standards and guidelines. By obtaining a License to use the Content in your activities, programs, or events, you agree to take reasonable and appropriate steps to help ensure the safety of the youth with which you work and to avoid discriminatory practices or policies. Such steps may include, as necessary or applicable to your situation:

- Ensuring that there are always at least two adults with youth;
- Ensuring that an adult does not take or create opportunities to be alone with any youth;
- Obtaining background checks on all individuals providing Instruction in your programs or otherwise working with the youth;
- Remaining aware of and actively monitoring the situation of the youth involved;
- Training and monitoring all leaders to ensure that they know how to watch for, be aware of, and be trained to prevent bullying, abuse, or other situations or issues that could put youth or other participants at risk;
- Training staff to be aware of discriminatory actions or practices or creating or enforcing good policies and procedures to help avoid discrimination; and
- Obtaining waivers and releases from participants, as appropriate, for their participation in your programs.

## 2. Warranties; Liability; Indemnification

### 2.1 Disclaimer of Warranty

Rising Up Together disclaims all warranties, guaranties, or other representations of any kind (“Warranties”), whether express or implied, with respect to the title, validity, non-infringement, merchantability, or fitness for any purpose of the Content. You may not make any Warranties about the Content to those you work with. If you do make any Warranties, you agree to indemnify and hold Rising Up Together for any and all Warranties you made.

### 2.2 Limitation of Liability

Except to the extent required by applicable law, in no event will we be liable to you on any legal theory for any actual, special, incidental, consequential, punitive, or exemplary damages arise out of this Agreement or the use of the Content, even if we have been advised of the possibility of such damages, and you agree to release us of any claims that may arise. You agree that your

use of the Content is solely at your discretion and is offered on an “as-is” basis. We do not know your situation and if the Content will work for your situation or the situation of your group or organization, and you are not relying on us to determine the suitability of the Content for you.

You have made all such determinations on your own, and you agree to be fully responsible for your use of the Content, for your activities and events, and for the safety and welfare of those you work with, to the extent required by law. You agree to obtain waivers or releases from your participants that authorize you to take or use

photographs, obtain medical history, disclose information, or otherwise interact with them or conduct your work, and you agree that Rising Up Together is not responsible for any such items.

### 2.3 Indemnification

You will defend, indemnify and hold Rising Up Together, our directors, officers, employees, contractors, agents, and assigns (collectively, "Our Parties"), harmless against all claims, liabilities, losses, damages, and expenses ("Claims"), including, without limitation, attorneys' fees and insurance contributions for which you have responsibility, plus penalties and interest that Our Parties may suffer, and which arise directly or indirectly from your use of the Content, your breach of this Agreement, or claims made by third parties that are or were involved with your work. You will have no obligation to indemnify Our Parties to the extent the liability is solely caused by Our Parties' gross negligence or willful misconduct. Your obligation to indemnify Our Parties against Claims includes the obligation to defend Rising Up Together from any and all Claims asserted against it by you or other parties associated with you or filing a claim against you.

## 3. Term and Termination

### 3.1 Termination

We may terminate your License for the reasons set forth in this Agreement by giving you written notice of such termination, with email being considered a form of written notice. We may provide such written notice to your last email record on file with us, and you agree to keep your email address updated and current with us. Your License will automatically terminate at the end of the applicable License term as well.

### 3.2 Consequences of Termination; Survival; Remedies

Upon termination of your License, you will immediately cease to use the Content in any manner or form, and you agree to delete it from your devices and destroy any paper copies of it. This Agreement and its other provisions will remain effective after termination of the License. All of our rights, powers, and remedies under this Agreement, including our right to terminate the License, are cumulative and not alternative and will be in addition to all rights, powers, and remedies given to us at law or in equity. The exercise of one or more of these rights or remedies will not impair our right to exercise any other right or remedy.

## 4. General Provisions

### 4.1 Entire Agreement; Amendment

This Agreement is the entire agreement related to the Content and supersedes prior or contemporaneous written and oral agreements, negotiations, correspondence, course of dealing and communications between you and us relating to the same subject matter. This Agreement may be amended only as stated in a writing signed by both parties which recites that it is an amendment to this Agreement. You agree and acknowledge that uses of the Content beyond those contemplated in this Agreement require an amendment to this Agreement.

#### 4.2 Relationship

We and you are independent contracting parties. Nothing in this Agreement creates an employment, partnership, joint venture, fiduciary, or similar relationship between us and you for any purpose. We do not control or dictate you or your activities, and you agree to be fully responsible for all of your conduct, negligence, or other actions that may give rise to any potential liability or Claims.

#### 4.3 Severability; Waiver

If any provision in this Agreement is held invalid or unenforceable, the other provisions will remain enforceable, and the invalid or unenforceable provision will be severed from this Agreement with the remaining provisions still enforced. Any waiver under this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

#### 4.4 Assignment

You may not assign your rights or delegate your duties under this Agreement to anyone else without our prior written consent.

#### 4.5 Governing Law

This Agreement will be governed by Utah law. You and we each consent to the exclusive jurisdiction of the state and federal courts of County, State to resolve any disputes related to this Agreement. If litigation is necessary to enforce or defend the terms of this Agreement, the non-prevailing Party shall pay the reasonable attorney's fees of the prevailing party.

I have read, signed, and agree to the terms in the Host & Instructor License Agreement Policy. Electronic signatures has the same legal force and effect as handwritten signatures.