

COMPASSIONATE TOUCH SCHOLARSHIP TERMS AND CONDITIONS

1. Scholarship open to US companies only.
2. Eligible companies include Nursing Homes, Assisted Living, Assisted Living with Memory Care, Home Care Providers, and Hospice Providers
3. All entries and any included photographs and/or videos become the property of AGEUCATE, LLC.
4. Scholarships will be awarded at the sole discretion of AGEUCATE, LLC, its officers and agents. All award decisions are final.
5. The scholarship award is for three (3) Compassionate Touch Online Coach Trainings and one (1) Compassionate Touch® Community designation for the awarded community. The Compassionate Touch® Community designation is for a period of one (1) year beginning on the date the award is given. At the end of the designation period, Awardee will be required to purchase a renewal of the designation in order to maintain status as a Compassionate Touch® Community. Purchase of the renewal will include 2 Coach trainings for additional staff, continued use of online CT Coach resources, educational webinars, newsletters and other ATI communications.
6. One Compassionate Touch Certified Community Scholarship will be awarded to a qualified organization in each of the 50 US states.
7. Applications must be submitted by 11:59 pm CDT on November 13, 2020 to be eligible for consideration. Awardee notification will be sent to the email included on the Scholarship application. AGEUCATE, LLC will begin notifying Awardees in the following December and will continue until all awards are presented.
8. The Awardee will designate 3 current employees to take the Compassionate Touch online Coach Training. Coach trainings must be completed within 45 days of receiving access instructions.
9. Awardee agrees to provide videos/photos and/or written testimonial about the benefits their community has experienced with Compassionate Touch. All videos/photos and/or written testimonial become the property of AGEUCATE, LLC and can be used without additional permissions on electronic platforms, social media, publications or marketing materials.
10. By submitting a Scholarship application each Applicant agrees to be bound by the Non-Exclusive Service & License Agreement for Use of the Compassionate Touch Trademark and Program.

Non-Exclusive Service & License Agreement for Use of the Compassionate Touch® Trademark and Program

1. **RESPONSIBLE PARTIES.** This Service and License Agreement (hereinafter referred to as "AGREEMENT") is made by and between (hereinafter referred to as, "LICENSEE"), and AGEUCATE TRAINING INSTITUTE, LLC (hereinafter referred to as, "ATI"). 401 Harwood Rd., Suite B, Bedford, Texas 76021.
2. **PURPOSE OF THIS AGREEMENT.** The AGREEMENT is for the non-exclusive use of the Compassionate Touch® Trademark, which is the solely owned intellectual property of Center for Compassionate Touch, LLC.
3. **DURATION.** This AGREEMENT is valid for a period of (1) ONE-YEAR and renewable on an annual basis. Second year renewal cost is \$295 and includes two (2) additional Compassionate Touch® Coach Trainings.
4. **TERMINATION.** On the termination date of this AGREEMENT, LICENSEE shall:
 - a. Renew this AGREEMENT for an additional term or;

- b. Cease using the Compassionate Touch® program and Trademark and return all related materials to ATI, with all rights reverting to ATI.
5. **TERMS AND CONDITIONS.** ATI and LICENSEE agree to the following terms and conditions:
- A. The Compassionate Touch® Trademark, along with the goodwill associated therewith, is the sole intellectual property of AGEUCATE, LLC.
 - B. The Compassionate Touch® Program must be conducted according to the guidelines in the program Coach Training Manual.
 - C. Compassionate Touch® Program material (videos, flyers, handouts, press releases, etc.), and all other materials bearing the Compassionate Touch® trademark supplied by ATI must be used exactly as provided. LICENSEE may not print more than three (3) copies Compassionate Touch® Coach Training Manual for any purpose. Compassionate Touch® Coach Training Manual is for the use of Certified Compassionate Touch Coaches only and should not be distributed to anyone other than the Compassionate Touch Certified Coaches designated by the LICENSEE. LICENSEE hereby acknowledges ATI's authorized use of the Compassionate Touch® Trademark. ATI hereby reserves the right to inspect and approve LICENSEE'S use of the Compassionate Touch® Trademark, including all packaging, advertising, and manner of trademark use. LICENSEE may use its own trademarks in conjunction with the Compassionate Touch® Trademark, provided LICENSEE obtains prior written approval for such use from ATI. LICENSEE shall not use the Compassionate Touch® Trademark on any Internet Websites, portals, etc., without the prior written consent of ATI.
 - D. The Compassionate Touch® Trademark and Logo must be used exactly as provided.
 - E. LICENSEE shall designate a minimum of one person to act as the Compassionate Touch® coach. To be designated as a Compassionate Touch® Certified Community, LICENSEE shall designate and maintain three (3) persons to act as Compassionate Touch® Coaches.
 - F. ATI shall grant access to all applicable downloadable materials to the LICENSEE's Compassionate Touch® trained coach upon completion of training and mandatory log-in registration on the ATI website.
 - G. ATI agrees to provide ongoing support to LICENSEE for the duration of this AGREEMENT.
 - H. LICENSEE may not resell or profit from a Compassionate Touch® program. Use of the Compassionate Touch® Trademark is strictly for internal staff training and community education events for family and professional caregivers.
 - I. LICENSEE agrees not to use the Compassionate Touch® program and/or Trademark for any state, regional, national, or international conventions.
 - J. LICENSEE indemnifies and agrees to hold ATI harmless against any and all losses, damages, and/or injuries incurred as a result of LICENSEE'S, or any of LICENSEE'S owners, officers, employees, agents, representatives, or volunteers, use of the Compassionate Touch® program and/or Trademark.
 - K. LICENSEE hereby agrees that LICENSEE'S use of the Compassionate Touch® program and/or Trademark inures to the benefit of ATI.
 - L. LICENSEE shall not sublicense or allow any unauthorized use of the Compassionate Touch® Trademark without the prior written consent of ATI.
6. **NON-TRANSFERABLE LICENSE.** This license AGREEMENT is non-transferable to any other party.
7. **OWNERSHIP.** All Compassionate Touch® program materials including the Compassionate Touch® Coach Training Manual will remain the property of ATI.
8. **ENTIRE AGREEMENT.** Failure by either party to this AGREEMENT to fulfill its respective obligations will constitute default. This entire CONTRACT shall be governed in accordance with the laws of the state of TEXAS, USA.