

**NEW WAYS FOR FAMILIES®**  
**NAME, METHOD AND MATERIALS LICENSE AGREEMENT**

This is a NAME, METHOD AND MATERIALS LICENSE AGREEMENT (the "Agreement"), dated as of \_\_\_\_\_ ("Effective Date"), between High Conflict Institute, LLC with a physical address of 530 B Street, 17<sup>th</sup> Floor, San Diego, CA 92101, mailing address of 7701 E. Indian School Rd., Ste. F, Scottsdale, AZ 85251, and an email address of Info@HighConflictInstitute.com ("Licensor"), and \_\_\_\_\_ with an office located at \_\_\_\_\_ and email address of \_\_\_\_\_ ("Licensee") (hereinafter, Licensor and Licensee shall be referred to collectively as "Parties" or individually as "Party").

**Background**

The purpose of this Agreement is to set forth specific terms that will promote the successful use of New Ways for Families for Licensee's clients, while maintaining its integrity and consistency across jurisdictions.

A. Licensor, among other things, develops methods and materials, and markets and distributes methods and materials to individuals and organizations regarding its New Ways for Families method of handling family law disputes. Licensor is the owner of various trademarks and copyrights related to the New Ways for Families method.

B. Licensor licenses Licensor's name, methods and materials regarding the New Ways for Families method to third parties, subject to various conditions.

C. Licensee desires to obtain the right to use the name and method known as New Ways for Families and to copy certain course materials developed for use in Licensor's New Ways for Families method in order to use the method for Licensee's clients.

D. Licensor is willing to grant Licensee a non-exclusive, non-transferable, non-sublicenseable license to (i) use the New Ways for Families name and method and (ii) copy related materials in accordance with the terms and conditions of this Agreement.

**Definitions**

1. "Name" shall mean the trademarks (i) "New Ways for Families" (U.S. Trademark Reg. No. 4,815,944), (ii) stylized "New Ways for Families" (U.S. Trademark Reg. No. 3,866,592 set forth below), (iii) "New Ways", and (iv) "NWFF."



2. "Method" shall mean the New Ways for Families curriculum described in Schedule A(1)-(A)(5) to this Agreement.

3. "Collaborative" shall mean instruction in the concepts of the Method within the Collaborative Divorce framework, as described in Schedule A(2) to this Agreement.
4. "Class" shall mean a parent education class, which includes instruction in the concepts of the Method and/or written Materials described in Schedule A(3) to this Agreement.
5. "Pre-Mediation Coaching" shall mean one-to-one instruction in the concepts of the Method, as described in Schedule A(4) to this Agreement by a professional approved by Licensor.
6. "New Ways Coaching" shall mean one-to-one guidance or instruction in the concepts of the method as a supplement to the online course titled "Parenting without Conflict", by New Ways for Families, as described in Scheduled A(5) to this Agreement by a professional approved by Licensor.
7. "Materials" shall mean the New Ways for Families materials listed on Schedule C to this Agreement.
8. "Eligible Person" shall mean any client of the Licensee.
9. "Confidential Information" means the Materials along with other information relating to the Method, including without limitation information pertaining to Licensor's Method-related business operations, strategies, customers, pricing, and marketing and trade secrets, that Licensor provides in writing to Licensee from time to time, none of which Licensor discloses in the absence of an obligation by the receiving party to maintain the confidentiality of such information.
10. "Licensor Intellectual Property" means any tangible or intangible embodiment of any of the Name, Method, or Materials.
11. "Related Media" means those mobile sites, mobile applications (apps), widgets, gadgets, RSS feeds, email newsletters, and other content delivery media owned, operated, and controlled by Licensee at any time during the term of the Agreement.
12. "Licensed Site" means the website owned, operated, and controlled by Licensee at any time during the term of the Agreement.

### **Terms**

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Grant of License; Fees.
  - (a) Subject to the terms of this Agreement, Licensor hereby grants to Licensee for the term of this Agreement a non-transferable, non-exclusive, non-sublicenseable right to (i) use the Name and Method, provided that all uses of the Name shall require Licensor's prior written approval and (ii) make paper copies of case management forms and distribute Materials.

Licensee's rights granted by this provision are conveyed by Licensor solely (i) for the purpose of implementing the Method with Eligible Persons for such persons' non-commercial personal end use and (ii) as described in Schedule A(1)-A(5).

- (b) At any time during the term of this Agreement, Licensee may order a pdf file of any set of Materials by contacting Licensor or ordering via the website. Upon receipt of such order, Licensor will promptly deliver to Licensee a pdf file of the requested Materials. Licensor shall have no obligation to provide Licensee with more than one pdf file of any set of Materials. Licensee shall not make any electronic copies of Materials. Licensee shall only make printed copies of the Materials through the order and payment process prescribed by Licensor at the time of the order.
- (c) At any time during the term of this Agreement, Licensee may request a Word file of certain limited Materials identified "for adaptation" in Schedule C, so long as Licensee forwards a copy of said adapted Materials to Licensor for Licensor's written authorization of such adapted Materials. Licensee may not use, display, distribute, sell, or otherwise release to any third party the adapted Materials without obtaining Licensor's prior written authorization. Licensee may only use, display, distribute, sell, or otherwise release Licensor-approved adapted Materials to Eligible Persons.
- (d) In consideration of the license granted and other undertakings by Licensor in this Agreement, Licensee shall pay to Licensor the fees set forth on Schedule B to this Agreement for the Name and Method, and the fees set forth on Schedule C for each set of Materials ("Fees").
- (e) All Fees are exclusive of sales, use, value added, and similar taxes which may be due by Licensee under applicable law.
- (f) Audit Right: During the term of the Agreement and for two (2) years thereafter, Licensee shall maintain complete and accurate books and records regarding its business operations relevant to the calculation of Fees and any other information required to be reported to Licensor under this Agreement. Licensee shall make such books and records, and appropriate personnel, available during normal business hours for audit by Licensor or its authorized representative provided that Licensor (i) shall provide Licensee with reasonable prior notice of any audit; (ii) undertake an audit no more than once per calendar year; and (iii) conduct or cause to be conducted such audit in a manner designed to minimize disruption of Licensee's normal business operations. Licensor may take copies and abstracts of materials audited. Licensor will pay the cost of such audits unless an audit reveals a discrepancy in payment or reporting of five percent (5%) or more, in which case the Licensee shall reimburse the Licensor for the cost of the audit. Licensee shall immediately upon notice from Licensor pay Licensor the amount of any underpayment revealed by the audit, together with any reimbursement pursuant to the preceding sentence.
- (g) If applicable and agreed by the Parties and memorialized in a writing, Licensee may teach the Method in an alternative format to Eligible Persons to that described in Schedule A(2)-A(5).

2. Limitation of License Regarding Name and Method. Except for the license granted by Licensor under Section 1, this Agreement does not grant to Licensee or any other person any right, title or interest, by implication, estoppel, or otherwise, in or to the Name or Method. All rights, titles and interests not specifically and expressly granted by Licensor in this Agreement with respect to the Name or Method are hereby reserved. By way of illustration and not of limitation, the license grant of Section 1(a) with respect to the Name and Method does not give Licensee the right to:

- (a) Use the Name and Method except for the purposes specifically permitted in this Agreement;
- (b) Use the Method as described in Schedule A(1), except with counselors who have received two days of Initial Training in the New Ways for Families method from a trainer authorized by Licensor, and who have satisfied the annual continuing education requirements. Said training shall be at a cost agreed upon by the Parties. The counselors who provide the Method to Eligible Persons shall be mental health counselors as licensed, certified, registered, supervised or otherwise recognized by the jurisdiction within which they practice the provision of mental health services. The counselors who provide the Method shall maintain reasonable coverage for malpractice insurance, either as individuals or by an agency responsible for supervising them.
- (c) Provide training to others in the Method, except as authorized in writing by Licensor.
- (d) Deviate from the Method as described in Schedule A(1)-A(5), except as authorized in writing by Licensor pursuant to Section 1(g).

3. Limitation of License Regarding Materials. Except for the license granted by Licensor under Section 1(a), this Agreement does not grant to Licensee or any other person any right, title or interest, by implication, estoppel, or otherwise, in or to the Materials. All rights, titles and interests not specifically and expressly granted by Licensor in this Agreement with respect to the Materials are hereby reserved. By way of illustration and not of limitation, the license grant of Section 1(a) is limited and does not give Licensee the right to:

- (a) Use the Materials except for the purposes specifically permitted in Section 1 or as otherwise authorized in writing by Licensor;
- (b) Use the Materials as part of any course or training session offered by Licensee to any person who is not an Eligible Person;
- (c) Sell the Materials at a price greater than Licensee's own internal costs of copying and preparing the Materials for such sale to an Eligible Person;
- (d) Distribute, by sale or other transfer of ownership, or by rental, lease, or lending, electronic copies of the Materials to any person (in other words, Licensee may only distribute paper copies of the Materials only if Materials have been ordered in PDF format per Section 1(b));
- (e) Distribute, by sale or other transfer of ownership, or by rental, lease, or lending, the Materials to any person who is not an Eligible Person;

- (f) Distribute, by sale or other transfer of ownership, or by rental, lease, or lending, the Materials to any individual, organization or program in a jurisdiction other than the jurisdiction in which Licensee is based without the prior written authorization of Licensor;
- (g) Display the Materials publicly;
- (h) Use the Materials in any motion picture or audiovisual work; or
- (i) Prepare derivative works based upon or alter, modify, amend, supplement or otherwise revise the Materials in any respect for any purpose, except for those Materials noted “for adaptation” described above in Section 1(c).

4. Licensor’s Ownership and Licensee’s Permitted Usage of Licensor Intellectual Property.

- (a) The license granted in Section 1(a) is subject to the following:
  - i. Licensee shall not include any Licensor Intellectual Property on the Licensee Site or any Related Media other than as expressly permitted herein and in accordance with all terms of this Agreement.
  - ii. Any use by Licensee of Licensor Intellectual Property on any other website, mobile site or application, or other media of Licensee other than the Licensee Site and Related Media as expressly provided herein requires a separate written agreement between Licensor and Licensee, and Licensor has no obligation to enter into any such agreement.
- (b) Licensee acknowledges that the ownership of all right, title and interest in Licensor Intellectual Property is and shall remain solely vested in Licensor, and Licensee agrees that its use of Licensor Intellectual Property shall inure to the exclusive benefit of Licensor for all purposes. Neither this Agreement, nor any act, omission, or statement by Licensor or Licensee, conveys any ownership right in any Licensor Intellectual Property, or to any element or portion thereof, or other materials provided by or on behalf of Licensor under this Agreement to Licensee or any third party. Except for the license expressly granted to Licensee in this Agreement, all right, title, and interest in and to the Licensor Intellectual Property are and will remain with Licensor. No use by Licensee of Licensor Intellectual Property in any medium or manner shall be deemed to interfere with the limited permissions made to Licensee by Licensor in this Agreement.
- (c) If Licensor notifies Licensee that any use of the Name does not comply with the permitted licensed use of the Name pursuant to this Agreement, Licensee shall immediately remedy such use to the satisfaction of Licensor or terminate such use. Licensee shall not use, register or attempt to register in any jurisdiction any trademark or domain name that is confusingly similar to or incorporates the Name. All uses of the Name, and all goodwill associated therewith, shall inure solely to the benefit of Licensor.
- (d) Licensee shall update any use of Licensor Intellectual Property on the Licensee Site and Related Media promptly upon receipt from the Licensor of such update.

- (e) Licensee shall not imply, directly or indirectly, including by displaying any Licensor Intellectual Property together with content provided by Licensee or third parties, that Licensor provides, endorses, sponsors, certifies, or approves of other content included within the Licensee Site or Related Media or any products or services advertised in or near the Licensor Intellectual Property. Licensee shall present the Licensor Intellectual Property, including but not limited to the Name and Materials, in such manner as to avoid any likelihood of confusion as to the source of the Licensor Intellectual Property.
- (f) Licensee shall promptly notify Licensor of (i) any unauthorized use or infringement by any third party of Licensor Intellectual Property, and (ii) any assertion by any third party that Licensee's use of any Licensor Intellectual Property infringes such third party's intellectual property or otherwise violates any of the third party's rights.
- (g) Licensee shall not use Licensor Intellectual Property on or in any advertising or marketing materials, including the Licensee Site or Related Media, that is outside the advertising or marketing materials provided by Licensor, without first obtaining written authorization from Licensor. Any use of the Licensor Intellectual Property shall include appropriate copyright and trademark notices and any other source attribution required by Licensor (hereinafter, "Intellectual Property Marking"). Licensee shall obtain Licensor's written approval of the form of Intellectual Property Marking proposed by Licensee. Licensee shall not alter, remove, or obstruct any such Intellectual Property Marking (i) included with any materials or documents provided by Licensor or (ii) approved by Licensor for Licensee's use.
- (h) Throughout the term of the Agreement, Licensee shall have in effect and maintain accessible on the Licensee Site and Related Media website terms of use ("Terms of Use") on which use of the Licensee Site and Related Media, including Licensor Intellectual Property, is expressly conditioned, and which in form and substance are reasonably acceptable to Licensor. Licensor acknowledges that the Terms of Use as posted on the Licensee Site as of the Effective Date are in form and substance acceptable to Licensor.
- (i) Throughout the term of the Agreement, Licensee shall host, operate, maintain, and make accessible to Eligible Persons Licensor Intellectual Property on the Licensee Site and Related Media. The service level standards and procedures used by Licensee with respect to Licensor Intellectual Property, including but not limited to those regarding Eligible Persons' requests and communications, will be consistent with those it employs with respect to other content on the Licensee Site or Related Media.
- (j) If Licensor instructs Licensee to delete or make inaccessible any Licensor Intellectual Property because such Licensor Intellectual Property may contain errors, is or could be subject to a third-party claim, or for any other good faith reason, Licensee shall comply with such instruction as promptly as reasonably possible and, in any case, within forty-eight (48) hours. The license granted in Section 1(a) for each such item terminates at the end of such 48-hour period.

5. Term and Termination.

- (a) This Agreement shall have a term of one (1) year commencing from the Effective Date, and requires annual renewal by the Licensee.

- (b) Licensor may terminate this Agreement at any time without cause by providing at least thirty (30) days' prior written notice to Licensee.
- (c) Either Party may terminate this Agreement by written notice to the other Party if the other Party: (i) becomes insolvent or admits its inability to pay its debts generally as they become due; (ii) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (iii) is dissolved or liquidated or takes any corporate action for such purpose; (iv) makes a general assignment for the benefit of creditors; or (v) has a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.
- (d) Either Party may terminate this Agreement at any time for good cause shown upon providing written notice to the other Party. Good cause shall be limited to (i) a breach by either Party of any of its obligations under this Agreement that is not remedied within thirty (30) days of the breaching Party's receipt of notice of such breach from the non-breaching Party or (ii) non-compliance pursuant to Section 12 that is not remedied within thirty (30) days of Licensee's receipt of notice of such non-compliance from Licensor.

6. Consequences of Termination. Upon the termination of this Agreement, Licensee shall (i) cease use of Licensor Intellectual Property, (ii) destroy all electronic and paper copies of the Materials or any documents bearing the Name or otherwise related to the Method then in the possession of Licensee, and (iii) remove Licensor Intellectual Property from the Licensee Site and Related Media immediately upon termination of the Agreement. In lieu of destruction, Licensee may return such copies and documents to Licensor. Termination of the Agreement shall not relieve either Party from its liability to pay any amounts which have accrued to the other Party on or before the date of termination. Notwithstanding anything contained in this Agreement to the contrary, sections 4, 6, 7, 9, 10, and 11 shall survive the termination of this Agreement.

7. Confidential Information.

- (a) Licensee shall not disclose Confidential Information to any third party who is not required to have knowledge of same to exercise its rights or to carry out the purposes of this Agreement. Licensee must treat the Confidential Information with the same degree of care as it protects its own confidential information and in no case less than a reasonable degree of care.
- (b) Upon termination of this Agreement, or upon the written request of Licensor at any time, Licensee shall immediately return to Licensor all copies of any documents or other tangible items representing Licensor's Confidential Information. The confidentiality provisions of this Agreement shall survive the termination of this Agreement. If a Court decides that Section 7 or any of its restrictions is unenforceable for lack of reasonable temporal limitations and the Agreement or restriction(s) cannot otherwise be enforced, the Parties agree that twelve (12) months from termination of this Agreement shall be the temporal limitation relevant to the contested restriction; provided, however, that this section shall not apply to trade secrets protected without temporal limitation under applicable law.

8. Representations and Warranties of Each Party: Each Party represents and warrants to the other Party that (i) it has the full right, power, and authority to enter into this Agreement, to grant the rights and license granted in this Agreement, and to perform its obligations set forth in this Agreement; (ii) the execution of this Agreement by its representative whose signature is set forth below has been duly authorized by all necessary corporate action of the Party, if applicable; (iii) when executed and delivered by such Party, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms; and (iv) each Party's entering into this Agreement with the other and such Party's performance of its duties and obligations pursuant to this Agreement do not and will not conflict with or result in any breach or default under any other agreement to which such Party is subject.

9. Disclaimer of Other Warranties; Limitation of Liability; Indemnification.

- (a) **DISCLAIMER OF WARRANTIES: THE LICENSOR INTELLECTUAL PROPERTY IS PROVIDED BY LICENSOR TO LICENSEE "AS-IS" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO LICENSOR INTELLECTUAL PROPERTY INCLUDING, WITHOUT LIMITATION, TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY.**
- (b) **LICENSOR IS NOT LIABLE FOR DELAYS OR FAILURES OF DELIVERY OF LICENSOR INTELLECTUAL PROPERTY BEYOND ITS REASONABLE CONTROL. LICENSOR'S SOLE RESPONSIBILITY FOR ANY SUCH DELAY OR FAILURE IS TO DELIVER OR RE-DELIVER THE RELEVANT LICENSOR INTELLECTUAL PROPERTY AS SOON AS REASONABLY POSSIBLE TO LICENSEE.**
- (c) **LICENSOR WILL NOT BE LIABLE TO LICENSEE FOR LOST PROFITS, BUSINESS INTERRUPTION, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND/OR WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR PERSONAL INJURIES, PROPERTY DAMAGE, OR WRONGFUL DEATH.**
- (d) **CAPS ON MONETARY DAMAGES: LICENSOR'S LIABILITY TO LICENSEE ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED FIVE (5) TIMES THE AGGREGATE AMOUNTS PAID OR PAYABLE TO LICENSOR IN THE TIME PERIOD PRECEDING THE COMMENCEMENT OF THE EVENT OR EVENTS GIVING RISE TO THE CLAIM. This provision does not apply to limit Licensor's indemnification obligations under Section 9(f).**
- (e) Licensee's Indemnification of Licensor: Licensee shall indemnify, defend, and hold harmless Licensor against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (hereinafter, "Losses") arising out of or resulting from any claim, suit, action, or proceeding (hereinafter, "Action") by a third party related to or arising out of Licensee's use of Licensor Intellectual Property in a manner not permitted



by this Agreement, including but not limited to Licensee's use of any of Licensor Intellectual Property (i) after Licensor has directed Licensee to cease such use or (ii) termination of this Agreement.

- (f) Licensor's Indemnification of Licensee: Licensor shall indemnify, defend, and hold harmless Licensee against all Losses arising out of or resulting from any Action by an unaffiliated third party related to or arising out of a claim that Licensor Intellectual Property used in compliance with this Agreement infringes an intellectual property right of any third party or violates any law. The foregoing obligation shall not apply to Losses for which Licensee is required to indemnify Licensor pursuant to Section 9(e).
- (g) Indemnification Procedure: The indemnified Party shall promptly notify the indemnifying Party in writing of any Action and cooperate with the indemnifying Party at the indemnifying Party's sole cost and expense. The indemnifying Party shall immediately take control of the defense and investigation of such Action and shall employ counsel of its choice to handle and defend the same, at the indemnifying Party's sole cost and expense. The indemnifying Party shall not settle any Action in a manner that adversely affects the rights of the indemnified Party without the indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed. The indemnified Party's failure to perform any obligations under this Section 9(g) will not relieve the indemnifying Party of its obligations under this Section 9 except to the extent that the indemnifying Party can demonstrate that it has been prejudiced as a result of such failure. The indemnified Party may participate in and observe the proceedings at its own cost and expense.

10. Dispute Resolution

- (a) Mediation: The Parties agree to mediate any dispute or claim arising between them out of this Agreement, or any resulting transaction, before resorting to arbitration. Mediation fees, if any, shall be divided equally among the Parties involved. Notwithstanding Section 11(g), if, for any dispute or claim to which this paragraph applies, any Party (i) commences a legal action without first attempting to resolve the matter through mediation or (ii) before commencement of an action refuses to mediate after a request has been made, then that Party shall not be entitled to recover attorney fees, even if they would otherwise be available to that Party in any such action.
- (b) Arbitration: In the event that mediation does not resolve the dispute, the Parties shall submit all disputes or claims arising between them out of this Agreement, or any resulting transaction (whether contract, tort, or both) to binding arbitration. Each Party shall pay the arbitrator half of the expected cost of the arbitration. The Party demanding arbitration shall submit a written claim to the other Party, setting out the basis of the claim. The responding Party shall have ten (10) business days in which to respond to this demand in a written answer. The arbitration shall be administered by JAMS, the American Arbitration Association, or a similar reputable Alternative Dispute Resolution ("ADR") provider that is mutually-agreeable to each Party. If one or more ADR providers refuse to arbitrate any dispute under this Agreement, the Parties agree to submit the matter to a subsequent ADR provider until one is found to administer the arbitration. All arbitration proceedings shall be held in San Diego, California at a time and place selected by the arbitrator. The arbitrator(s) designated to arbitrate said dispute shall (1) apply the laws of the State of California or, if

displaced or preempted by federal law, of the United States of America, (2) apply the rules of discovery as contained in the Federal Rules of Civil Procedure if the arbitrator orders that the Parties conduct discovery, (3) apply the Federal Rules of Evidence in a manner to afford each side the opportunity to present its case in a meaningful manner without strict adherence to such rules; and (4) issue an award which shall include a written memorandum of decision on the dispute, explaining the reasons and legal basis for their decision. The arbitrator may, to the extent permitted by law, award the costs of the arbitration, including the fees of the arbitrator and the reasonable attorneys' fees of the prevailing Party, against the Party who did not prevail. The prevailing Party in any arbitration shall have the right to request that a court of competent jurisdiction enter judgment based on the arbitration award.

11. Miscellaneous

- (a) Notices: Any notice or consent required to be given under this Agreement shall be in writing and shall be deemed given if personally delivered, sent by overnight courier, or sent by first class mail to the Parties at the addresses set forth in first paragraph of this Agreement or to such other addresses as each Party may designate in writing from time to time.
- (b) Governing Law: This Agreement shall be construed in accordance with the laws of the State of California, without giving effect to any choice or conflict of law provision or rule.
- (c) Amendment: This Agreement may be amended or modified only by a writing executed by all Parties, and shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.
- (d) Integration: This Agreement, together with any other documents incorporated herein by reference and related exhibits and schedules, sets forth all of the promises and undertakings between the Parties relating to the subject matter hereof and supersedes all prior and contemporaneous agreements and understandings, express or implied, oral or written with respect to the subject matter of this Agreement.
- (e) Assignment: This Agreement is personal to Licensee. Licensee shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Licensor's prior written consent. For purposes of the preceding sentence, and without limiting its generality, any merger, consolidation, or reorganization involving Licensee, regardless of whether Licensee is a surviving or disappearing entity, will be deemed to be a transfer of rights, obligations, or performance under this Agreement for which Licensor's prior written consent is required. No delegation or other transfer will relieve Licensee of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 11(e) is void. Licensor may freely assign or otherwise transfer all or any of its rights, or delegate or otherwise transfer all or any of its obligations or performance, under this Agreement without Licensee's consent. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective permitted successors and assigns.

- (f) Waiver: Failure or neglect by the Licensor to enforce at any time any of the provisions of the Agreement shall not be construed nor shall be deemed to be a waiver of the Licensor's rights hereunder nor in any way affect the validity of the whole or any part of this Agreement nor prejudice the Licensor's rights to take subsequent action.
- (g) Attorney's Fees: In any litigation, arbitration, or other proceeding by which one Party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing Party shall be entitled to an award of reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.
- (h) Severability: If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (i) No Rule of Strict Construction: The language of this Agreement will be deemed to have been approved by both Parties, and no rule of strict construction will be applied against either Party.
- (j) Further Assurances: Upon a Party's request, the other Party shall, at its sole cost and expense, promptly execute and deliver all such further documents and instruments, and take all such further actions, necessary to give full effect to the terms of this Agreement.
- (k) Relationship of the Parties: The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- (l) Public Announcements: Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement without the prior written consent of the other Party.
- (m) Headings: The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.
- (n) No Third Party Beneficiaries: This Agreement is for the sole benefit of the Parties and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.
- (o) Counterparts: This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this Agreement delivered by email is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

11 Feedback on Method: As New Ways for Families is being studied, Licensee should provide an annual or quarterly written summary of its strengths and weaknesses as a method. Licensor reserves the right to develop a brief standardized feedback form and Licensee hereby agrees to use it if requested.

12. Non-Compliance: New Ways for Families is a unique Method which is unlikely to be effective unless all professionals involved practice the steps as described above. In order to maintain the integrity of the Name and the Method, repeated non-compliance with the requirements of the Method shall be good cause for termination of this Agreement. However, the parties shall first make reasonable efforts to remedy any such non-compliance through discussion and/or training and/or written agreement to vary the method, prior to initiating the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

LICENSEE

LICENSOR

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**Schedule A(1)**  
**Name and Method in Counseling Format**

The New Ways for Families Method is a unique four-step, highly structured method for assisting families facing separation and divorce parenting decisions. The Method requires the use of Parent Workbooks written by William A. Eddy, designed to provide structure and skills to Individual Parent Counseling and Parent-Child Counseling. The Method focuses on strengthening and practicing four key skills: *flexible thinking, managed emotions, moderate behaviors* and *checking yourself*. Professionals providing the counseling shall be licensed mental health providers.

To be effective and to be permitted to use the Name, Licensee shall use all four steps of the Method as described below, unless revised by written agreement:

**STEP ONE: GETTING STARTED (Providing Structure)**

This step requires a written court order for, or signed agreement by, both parents; committing them to follow the structure of New Ways for Families four steps and to complete the New Ways for Families Parent Workbook writing exercises. The court order or signed agreement shall include deadlines for the completion of the Individual Parent Counseling and the Parent-Child Counseling. The court order or signed agreement shall identify the Parent-Child Counselor. The parents shall select their own Individual Parent Counselors from a list of counselors who have been trained in the Method.

Behavioral Declarations and Reply Behavioral Declarations are encouraged as part of STEP ONE of New Ways for Families, but Licensee may make them optional in Licensee's discretion. If Licensee requires Behavioral Declarations and Reply Behavioral Declarations, they shall be provided to the Counselors prior to commencing the counseling.

**Approved Adaptation:** If Licensee is practicing in a jurisdiction that has not implemented the New Ways for Families method in the court system, Licensee may use the method with one or both parents on a voluntary basis, in which case the Licensee may provide Step 2 and/or Step 3 without a court order, without required participation by both parents, and without a separate Parent-Child Counselor, at the discretion of the Licensee. When providing Step 2 and/or Step 3, Licensee agrees to follow the structure and format of the method and materials without adaptation.

**STEP TWO: INDIVIDUAL PARENT COUNSELING (Teaching and Reinforcing the Four Skills)**

This step requires 6 sessions of 50-60 minutes, following the Parent Workbook assignments. The time between sessions may be determined by Licensee and/or individual counselors and clients. These counseling sessions shall be *confidential*, unless Licensee and Licensee's clients sign an Agreement otherwise. The intent of this confidentiality is to seal off the counselors and counseling process from the legal decision-making process, in order to solely teach and reinforce the four key skills for the parents to apply to problem-solving situations. However, this confidentiality shall not supersede the legal requirements of the jurisdiction regarding reporting of child abuse and other laws.

Absent a signed agreement otherwise, Individual Parent Counselors shall not communicate with any other counselor, nor any other professional involved in a case about the case, nor with the court. The Individual Parent Counselor shall not provide a declaration, affidavit, letter or other verbal or written statement, opinion or recommendation about the client to anyone, other than the signed Verification of

Completion of Step Two, which may be provided to anyone by the client. The parents may choose to have the final session of Individual Parent Counseling as a joint session, however they shall not be required to do so. This step may be a gateway to further individual treatment and is not designed to replace the need for further individual treatment in appropriate cases.

**STEP THREE: PARENT-CHILD COUNSELING (Helping Parents Teach their Children Skills for Resilience)**

This step shall not occur until both parents have completed Step Two. This step requires at least three parent-child sessions of each parent with the children of 60-90 minutes. The focus is on the parent teaching the child/ren the four key skills, with the Counselor assisting. The Parent-Child Counselor shall not have extended separate sessions with a parent or a child, as the role of this Counselor is to assist the parent in teaching the child these skills, and not to be serving as an individual counselor to either a parent or the child. By mutual agreement, the parents and Parent-Child Counselor may extend the length of sessions or the number of sessions to accommodate several children and/or different age children. The parents may choose to have the final session of Parent-Child Counseling as a joint session, however they shall not be required to do so. This step may be a gateway for individual child treatment and is not designed to replace individual child treatment in appropriate cases.

The Parent-Child Counselor is intended to be *non-confidential*, so that he or she can provide observations of the parents and children to professionals involved in the case, including providing testimony to the court regarding these observations, if necessary. However, the Parent-Child Counselor shall not report an expert opinion regarding the parents, nor shall he or she provide a recommendation to professionals or the court in the case. The Parent-Child Counselor shall only disclose confidential information with the proper releases by the parents, pursuant to local laws and rules. Parent-Child Counselors shall follow the jurisdiction's legal requirements regarding the reporting of child abuse and other laws, but they shall not assume an investigative role in the case.

**Approved Adaptation:** Licensee may offer Parent-Child Sessions to one parent only, after that parent has completed Step 2, without participation of the other parent unless a court order indicates otherwise.

**STEP FOUR: FAMILY DECISION-MAKING (Reinforcing the Skills While Making Each Decision)**

The Method is not complete until parents have met with a professional trained in New Ways for Families, who will review the skills with the parents, assisting them in using the skills to make decisions

This step may include a mediator, lawyers for the parents, a parenting coordinator, a judge or another professional with skills to assist the parents in making their own decisions. Professionals are strongly encouraged to resist making decisions for the parents, unless the parents have exhausted their ability to make their own decisions while using their key skills. When each new conflict or decision arises involving professionals, the professionals are strongly encouraged to remind the parents to use their key skills, and to reinforce their success whenever possible.

Licensors shall make reasonable efforts to provide the two-day Initial Training and annual one-day Update Training to all lawyers, judicial officers, parenting coordinators, mediators and other professionals who assist parents in making decisions after they complete Steps One through Three.

**BOTH PARENTS EXPECTED TO PARTICIPATE:**

In jurisdictions that have implemented the New Ways for Families method in its court system, it is an improper use of the New Ways for Families Method for only one parent to be required to use the Method. It is designed for both parents, to have the maximum benefit for their children and to remove fault-finding comparisons between the parents as the basis for participating in the Method.

In jurisdictions that have not implemented the New Ways for Families method in its court system, see the Approved Adaptation permission outlined in each section above.

**Schedule A(2)**  
**Use of Name and Method in Collaborative format**

The Name may be used as part of the Collaborative Divorce process, so long as the Method is taught in the following basic manner:

**STRUCTURE:**

Collaborative coaches shall closely follow the same structure and requirements as described in Section A(1) of this Agreement, with the following modifications:

4. STEP TWO: The Individual Coaching sessions shall consist of two individual sessions for each parent, followed by a third joint session.
2. STEP THREE: The Parent-Child Coaching sessions shall consist of one parent-child session for each parent, followed by a third joint session with both parents and the children.
3. The coaching sessions shall be *non-confidential* within the Collaborative team.
4. Parent shall complete the Collaborative Parent Workbook, specifically designed for the Collaborative model.

**FOCUS ON SKILLS:**

The emphasis of New Ways for Families is on the four skills of *flexible thinking, managed emotions, moderate behaviors* and *checking yourself*. These skills shall be taught using the articles and writing activities in the Collaborative Parent Workbook. Parents shall practice problem-solving situations with writing and discussion.

**BOTH PARENTS EXPECTED TO PARTICIPATE:**

It is an improper use of the New Ways for Families Method for only one parent to be required to use the Method. It is designed for both parents, to have the maximum benefit for their children and to remove fault-finding comparisons between the parents as the basis for participating in the Method.



**Schedule A(3)**  
**Use of Name and Method in Decision Skills Class Format**

The Name may be used for a portion of or a whole parenting class, so long as the Method is taught in the following basic manner:

**CLASS INSTRUCTORS:**

The instructor leading a class using the Method and Materials shall receive either the same two-day training as the counselors using Method in Schedule A(1), or the 1.5 hour training specifically designed for the class model. Instructors shall be family mental health professionals or coaches who are qualified in their jurisdiction to teach a parenting class.

**FOCUS ON SKILLS:**

The emphasis of New Ways for Families is on the four skills of *flexible thinking*, *managed emotions*, *moderate behaviors* and *checking yourself*. These skills shall be taught using the articles and writing activities in the Decision Skills Class Workbook. Parents shall practice problem-solving situations with writing and discussion.

**NO BLAME, NO SHAME INSTRUCTION:**

New Ways for Families is based on teaching skills to parents who may or may not have these skills to draw upon, especially under stress. Many potentially high conflict parents lack insight into their own behavior, so that efforts to blame them or shame them into having insights about themselves often triggers extreme defensiveness and undermines efforts to build skills for future positive behavior. Parents going through separation and divorce frequently experience shaming and blaming feedback from family, friends and professionals. It is essential that the class instruction does not use such behavior and instead emphasizes a supportive, skills-learning approach. When parents share their written responses and their verbal efforts at using the skills, instructors should acknowledge their efforts and, in a supportive manner, ask for and suggest ways to strengthen their responses when appropriate.

**BOTH PARENTS EXPECTED TO PARTICIPATE:**

Parents may voluntarily participate in a New Ways for Families class or may be court-ordered. Both parents should be encouraged or, if by court order, both parents should be ordered to participate, without making a finding that only one parent needs it while the other does not. The idea is to avoid comparing parents and to encourage cooperation in teaching both parents the same skills to teach their children.

**CLASS STRUCTURE:**

Licensee shall closely follow the class structure described in the Decision Skills Class Instructor's Manual and Workbook. These sessions can be taught as a complete class or as part of a longer parenting class. Generally, New Ways is not intended to be a parenting class itself and ideally will occur at the beginning of a parenting class or before another parenting class, as the skills for New Ways are more fundamental. Instructors can have parents write exercises between classes or (more realistically) have them write the exercises during the class. Then take a couple examples and discuss them.

**Schedule A(4)**  
**Use of Name and Method in Pre-Mediation Coaching Format**

The New Ways for Families Name may be used for coaching sessions, prior to mediation, so long as the Method is taught in the following basic manner:

**ADR PROFESSIONALS:**

The Pre-Mediation Coaching model was intended to be used by ADR Professionals, including lawyers, mediators, parenting coordinators, parenting facilitators, Guardians ad litem, and counselors providing ADR services to assist parties in making their own decisions. Coaches shall be lawyers, mental health professionals, mediators or other types of professional coaches who are qualified in their jurisdiction to provide professional services.

The professional using the New Ways for Families Method and Materials adapted for Pre-Mediation Coaching shall receive the initial two-day training in the New Ways for Families Method or the 1.5 hour training specifically designed for the Pre-Mediation Coaching model.

**STRUCTURE:**

Licensee shall closely follow the coaching structure described in the Pre-Mediation Coaching Instructor's Manual and Workbook.

**FOCUS ON SKILLS:**

The emphasis of New Ways for Families is on the four skills of *flexible thinking, managed emotions, moderate behaviors, and checking yourself*. These skills shall be taught using the explanations and the writing activities in the Pre-Mediation Coaching Workbook. Parents may practice problem-solving situations with writing and discussion with their coach.

**BOTH PARENTS EXPECTED TO PARTICIPATE:**

Parents may voluntarily participate in a New Ways for Families Pre-Mediation Coaching or may be court-ordered. Both parents should be encouraged or, if by court order, both parents should be ordered to participate, without making a finding that only one parent needs it while the other does not. The idea is to avoid comparing parents and to encourage cooperation in teaching both parents the same skills to use in making their decisions. However, an individual lawyer or counselor with an existing client may provide this Pre-Mediation Coaching to their own client only. With new clients who are coming specifically for Pre-Mediation Coaching, the professional should encourage the client to encourage the other party to engage in this coaching as well, as it will make mediation easier for both of them. Mediators must meet with each party if they provide Pre-Mediation coaching.

**Schedule A(5)**  
**Use of Name and Method in Parenting Without Conflict Coaching Format**

The New Ways for Families Name may be used for coaching sessions, as a supplement to the curriculum provided in the online course titled “Parenting without Conflict, by New Ways for Families” also known as the “Online Coaching” program model, so long as the Method is taught in the following basic manner:

**ADR PROFESSIONALS:**

The Online Coaching model was intended to be used by ADR Professionals, including lawyers, mediators, parenting coordinators, parenting facilitators, Guardians ad litem, and counselors, divorce coaches and others providing ADR services to assist parties in making their own decisions. Coaches shall be lawyers, mental health professionals, mediators or other types of professional coaches who are qualified in their jurisdiction to provide professional services.

The professional using the New Ways for Families Method and Materials adapted for Online Coaching shall receive the initial two-day training in the New Ways for Families Method or training specific to the Online Coaching model.

**STRUCTURE:**

Licensee shall closely follow the coaching structure described in the Parenting without Conflict Coaching Instructor’s Manual.

**FOCUS ON SKILLS:**

The emphasis of New Ways for Families is on the four skills of *flexible thinking, managed emotions, moderate behaviors, and checking yourself*. These skills shall be reinforced by the coaching following the parent’s completion of the online course titled “Parenting without Conflict, by New Ways for Families” using the explanations and the writing activities in the online course curriculum. Parents may practice problem-solving situations with writing and discussion with their coach.

**Schedule B**  
**LICENSING FEES**

Annual Fee for Licensee to use the Name and Method as described above in Schedule A(1) and A(2), by an agency providing counseling services, which <b><i>has been awarded a grant</i></b> to implement the method	=	\$500 USD
Annual fee for Licensee to use the Name and Method as described above in Schedule A(1) - A(5) by an <u>agency</u> providing services, which does <u>not</u> have a grant associated with the method	=	\$100 USD
Annual fee for Licensee to use the NAME and Method as described above in Schedule A(1) – A(5) by an <u>individual</u> providing counseling, coaching, legal or ADR services	=	\$25 USD

**Schedule C**  
**MATERIALS AND FEES**

New Ways for Families of Separation and Divorce:

PROFESSIONAL GUIDEBOOK	
Professional Guidebook	\$29.95 USD per book
Bulk Rate: 10 or more, plus shipping	\$25 USD per book
PDF File for printing own PROFESSIONAL GUIDEBOOKS	\$7 USD per book printed
PARENT WORKBOOK	
Parent Workbook	\$19.95 USD per book
Bulk Rate: 10 or more, plus shipping fees	\$15 USD per book
PDF file for printing own PARENT WORKBOOKS	\$5 USD per book printed
COLLABORATIVE PARENT WORKBOOK	
Collaborative Parent Workbook	\$19.95 USD per book
Bulk Rate: 10 or more, plus shipping fees	\$15 USD per book
PDF file for printing COLLABORATIVE PARENT WORKBOOK	\$5 USD per book printed
DECISION SKILLS CLASS INSTRUCTOR'S MANUAL	
Decision Skill Class Manual	\$19.95 USD per book
Decision Skills Class Workbook	\$12.95 USD per book
Bulk Rate: 10 or more, plus shipping fees	\$9.95 USD per book
PDF file for printing DECISION SKILLS CLASS WORKBOOK	\$5 USD pre book printed
PRE-MEDIATION COACHING INSTRUCTOR'S MANUAL	
Pre-Mediation Coaching Instructor's Manual	\$19.95 USD per book
Pre-Mediation Coaching Workbook	\$12.95 USD per book
Bulk Rate: 10 or more, plus shipping fees	\$9.95 USD per book
PDF file for printing PRE-MEDIATION COACHING WORKBOOK	\$5 USD pre book printed
PARENTING WITHOUT CONFLICT COACHING INSTRUCTOR'S MANUAL	
	\$12.95 USD per book
Bulk Rate: 10 or more, plus shipping fees	\$9.95 USD per book
PDF file for printing PRE-MEDIATION COACHING WORKBOOK	\$5 USD pre book printed
CURRENT SET OF CASE MANAGEMENT FORMS (for adaptation to jurisdiction)	No charge
PDF file for printing own FORMS	
INTRO FOR PROFESSIONALS DVD (60 minutes)** (free to view online, via the website)	No Charge
BASIC TRAINING DVD (6 hours)**	\$99 USD

\*\*The Basic Training DVD and Intro DVD may be substituted for the first day of the 2-Day Initial Training described in Schedule A(1). Contact Us for approval.