

GENERAL PURCHASE TERMS

Flourish Agenda Inc. (“Flourish Agenda”), a California 501(c)(3) Nonprofit Corporation with a business address of 1914 Franklin Street, Suite 100-321, Oakland, CA 94612, is a international nonprofit consulting firm that works with schools, youth and youth agencies, foundations, and local governments to build strategies that allow young people to flourish. Our mission is to design strategies that unlock the power of healing and engage youth of color and adults in transforming their schools and communities.

In furtherance of its mission, Flourish Agenda provides **Healing Centered Engagement Practitioner Certification** to the purchasers (“Client”).

WHEREAS, the parties agree as follows:

1. Overview

Client desires to take Flourish Agenda’s **Healing Centered Engagement Training** entitled **Healing Centered Engagement Practitioner Certification** (“Engagement”), as outlined in the Scope of Services. Flourish Agenda agrees to use reasonable effort to perform the Engagement as outlined below. The Client acknowledges that Flourish Agenda makes no express or implied warranties for results of the Engagement.

2. Definitions

2.1 “Confidential Information” means any and all information related to Flourish Agenda’s business that is not readily known to the public and may include, but is not limited to, Intellectual Property, technical information (including Work Product defined below), business forecasts and strategies, marketing plans, customer and supplier lists, personnel information, financial data, and proprietary information of third parties provided to Flourish Agenda in confidence that is labeled or identified as “confidential” or “proprietary” or that Client otherwise knows, or would reasonably be expected to know, Flourish Agenda considers to be confidential or proprietary information or Flourish Agenda has a duty to treat as confidential.

2.2 “Deliverables” means any tangible items to be provided or actually provided by Client to Flourish Agenda under this Agreement, including items specifically designated or characterized as deliverables in a Statements of Work.

2.3 “Intellectual Property” means all materials created by Client or Flourish Agenda, concepts, Confidential Information, data, databases and data collections, designs, diagrams, documentation, drawings, flow charts, formulae, ideas, know-how, materials, marketing and development plans, marks (including brand names, product names, logos, and slogans), methods, models, network configurations and architectures, procedures, processes, websites, works of authorship, social media and other forms of technology.

2.4 “Intellectual Property Rights” means all past, present, and future rights of the following types, which may exist or be created under the laws of any jurisdiction in the world: (a) rights associated with works of authorship, including exclusive exploitation rights, copyrights, Moral Rights, and mask work rights; (b) trademark and trade name rights and similar rights; (c) trade secret rights; (d) patent and industrial property rights; (e) other proprietary rights in Intellectual Property of every kind and nature; and (f) rights in or relating to registrations, renewals, extensions, combinations, divisions, and reissues of, and applications for, any of the rights referred to in clauses (a) through (e) of this sentence. “Moral Rights” means all paternity, integrity, disclosure, withdrawal, special, and other similar rights recognized by the laws of any jurisdiction or country.

2.5 “Services” means any professional or consulting service to be performed or actually performed by Flourish Agenda under this Agreement and more fully described in the Statement of Work.

2.6 “Work Product” means (a) all Deliverables, (b) all Intellectual Property, in any stage of development, that Client conceives, creates, develops, or reduces to practice in connection with performing the Services, and (c) all tangible embodiments (including, but not limited to, models, presentations, prototypes, reports, samples, summaries, electronic media, electronic social media, website indicia, surveys, questionnaires, assessments, materials, curriculum, recommendations, and evaluations) of each item of such Intellectual Property.

2.9 “Flourish Agenda Product” means all Flourish Agenda’s Intellectual Property and may include all tangible embodiments, materials, creations, objects, designs, know-how, methodology, trade secrets and any related confidential and intellectual property rights throughout the world (whether owned by Flourish Agenda or licensed to Flourish Agenda from a third party) and also including any derivatives, improvements, enhancements modifications or extensions of Flourish Agenda Product conceived, reduced to practice, or developed before or during the term of this Agreement by Flourish Agenda and its employees, agents and/or independent contractors.

3. The Services

3.1 Product: Flourish Agenda will provide a self-paced Healing Centered engagement certification online course. Option items available for additional fees to the base fee include:

- Three ninety-minute live virtual trainings;
- Three Continuing Educational Unit.

3.2 Description: Healing Center Practitioner Certification teaches school and youth development professionals how to address trauma using healing centered practices and principles in after-school settings, schools and classrooms. The training focuses on exploring the root causes of trauma, core values and beliefs of educators, and places an emphasis on how an understanding of holistic healing and culture, race and identity can transform school climate and classroom experiences.

You will learn proactive strategies that support individual, interpersonal and institutional well-being.

Lessons focus on fostering relationships, understanding race, culture and identity, prioritizing agency and promoting social action, establishing safety, and promoting culturally-based social emotional learning.

This course provides detailed information and concrete actions that answer not just the “why” but also the “how” to create the best classroom and school supports for young people and the school professionals who serve them.

Healing Center Practitioner Certification teaches school and youth development Learning Objectives:

- Identify at least five ways to promote a healing centered engagement focused mindset when working with youth and students in the school setting.
- Identify the five principles of healing centered engagement.
- Understand the distinctions between healing centered engagement and trauma informed approaches.
- Understand how to implement healing and well-being in your institution at the Individual, Interpersonal, and Institutional levels.
- Understand the root causes of trauma and how to respond.
- Name three asset-based approaches to address trauma.



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- Create and implement a healing centered strategy in your institution.

3.3 Continuing Education Units

Continuing Education Units (CEU) are provided through a partnership San Francisco State University (SFSU). Flourish Agenda assists in obtaining the CEUs but does not have any control over changes made by SFSU or the CEUs issued and does not guarantee they will qualify for any particular use by Client. Questions about the CEU following their issuance should be directed to SFSU College of Extended Learning.

3.4 Requirements: HCE Certification is an online course that requires preferably a desktop computer or laptop with internet access, and requires the user to have the ability to view and listen to the online content.

4. Purchasing, Changes and Refunds

All sales for classes are final once paid.

Pricing and any discounts are based on the number of classes purchased. Due to the sale price being based on the group or bulk sale, there are no refunds for classes agreed to for purchase where an estimate is signed, or payment is provided. Client can provide an updated attendance list for up to six months to use on classes purchased if links provided have not been used.

If CEUs are purchased, refunds can be provided if they Client chooses to cancel the CEU request prior to Flourish's submission of data to SFSU.

Additional participants can be added at the stated participant rate in an estimate.

5. Invoices, Estimates and Payments

Payment must be received, or an agreement must be signed prior to links or access being provided.

Flourish Agenda prefers payment ACH, as this incurs the least amount of fees for both you and Flourish, though we can accept payment by credit card and check mailed to the address provided. Flourish requires payment by ACH or check for amounts over \$5500.

Invoices and estimates are good for 30 days from the date of issuance.

6. Period of Performance

Performance of the Engagement shall commence on the date of purchase with access to the training materials being removed six months after the purchase date. Terms within this Agreement, however, are intended to survive and are not affected by expiration or termination of this Agreement.

9. Service Costs

The Client will pay Flourish Agenda the costs detailed at the time of purchase.

8. Termination

Once purchase is complete and access has been provided to the Client, the fees charged are non-refundable.

9. Intellectual Property

9.1 Ownership. This Agreement does not transfer from Flourish Agenda to Client any of Flourish Agenda's right, title and interest in and to Flourish Agenda's Products, which will remain solely with Flourish Agenda. Client agrees that it will not directly or indirectly attempt to derive trade secrets from Flourish Agenda.

Together we flourish.

All Intellectual Property Rights in the Course Materials, Online Courses and the speeches made by trainers at the Taught Courses are, and remain, the intellectual property of Flourish Agenda Inc. or its licensors, whether adapted, written for or customized for the Client or not.

9.2 Limited License Grant. In consideration of the Fees paid by you, Flourish Agenda hereby grants to Client a worldwide, nonexclusive, royalty-free license, during the term of this Agreement, to use Flourish Agenda Products solely for purposes of using the Services. Client shall have no right to use Flourish Agenda Products for any other purpose other than implementing the Services. An additional fee may be incurred for a license to record and use this material beyond this limited grant.

9.3 Services; Assignments and License.

9.3.1 Assignment of Deliverables. Effective at the time Flourish Agenda receives full and final payment for the Services and products, Flourish Agenda irrevocably assigns to Client all right, title and interest, including all Intellectual Property Rights, in the Deliverables, provided, however, that such assignment does not include Flourish Agenda's Products.

9.3.2 License Grant. Commencing at the time Flourish Agenda receives full and final payment for the products purchased by Client, Flourish Agenda grants to Client a license to use Flourish Agenda Products incorporated into the training solely in connection with the use of the training by the Client for educational and training purposes in alignment with the intended use, but prohibits the use of Flourish Agenda Products to compete with Flourish Agenda. To the extent that Client or its employees or contractors participate in the creation or development of Deliverables, Client hereby grants Flourish Agenda a worldwide, non-exclusive, non-transferable, royalty free, irrevocable, perpetual license to use said co-creation to further Flourish Agenda's mission.

9.3.3 Authorizations. You are not authorized to:-

- (i) copy, modify, reproduce, re-publish, sub-license, sell, upload, broadcast, post, transmit or distribute any of the Course Materials, except as noted in this agreement, without prior written permission;
- (ii) record on video or audio tape, relay by videophone or other means the Online Course or Taught Course given
- (iv) remove any copyright or other notice of Flourish Agenda Inc. on the Course Materials;
- (v) modify, adapt, merge, translate, disassemble, decompile, reverse engineer (save to the extent permitted by law) any software forming part of the Online Courses.

Breach by you of this clause shall allow us to immediately terminate these terms and conditions with you and cease to provide you with any Services, including but not limited to access to the Online Courses and take other actions available by law.

9.4 Trademarks and Trade Names. Client will have no interest in any trademark, service mark, or trade name (collectively, "Mark") used on or in the Work Product; Flourish Agenda will be the sole and exclusive owner of all right, title, and interest in and to all such Marks.

10. Confidentiality

Unless otherwise required by law, Flourish Agenda will exercise reasonable effort to maintain in confidence proprietary information disclosed or submitted to the Flourish Agenda by the Client that is designated in writing as confidential information at the time of disclosure. Confidential Information does not include information which:

1. is generally available in the public domain or becomes available to the public through no act of Flourish Agenda; or



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2. is independently known prior to receipt thereof or is discovered independently by an employee of Flourish Agenda who had no access to the information supplied by the Client under this Agreement; or
3. is made available to Flourish Agenda as a matter of lawful right by a third party.

Flourish Agenda retains the right to refuse to accept Client's confidential information that is not considered to be essential to the completion of the Services. The obligations of Flourish Agenda under this paragraph shall survive and continue for one (1) year after this Agreement ends.

11. Liability

The Client agrees to defend, indemnify and hold Flourish Agenda, its officers, employees board of director member, or agents, harmless from any loss, claim, damage, or liability of any kind involving an officer, employee, or agent of the Client arising out of or in connection with this Agreement, except to the extent that such loss, claim, damage, or liability is stems from the acts or omissions of any of the officers, employees, or agents of the Flourish Agenda while acting within the scope of their employment.

12. Warranties

The Flourish Agenda makes no warranties, express or implied, as to any matter whatsoever, including, without limitation, the condition of the training, whether tangible or intangible, or developed under this agreement, or the marketability, or fitness for a particular purpose of the deliverable. The Flourish Agenda shall not be liable for any direct, indirect, consequential, special, or other damages suffered by any person resulting from this service or their use of the deliverables.

13. Assignment

Neither party shall assign this Agreement to any third party without the prior written consent of the other party; however, the Client may assign this Agreement to a successor in ownership of all or substantially all its business assets, provided that such successor shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of this Agreement. Any other purported assignment shall be void.

14. Notices

Notices and communications hereunder shall be deemed made if given by electronic mail (with acknowledged receipt) to the following email address: **Flourish Agenda**, support@flourishagenda.com for Flourish Agenda and for Client at the contact email address provided upon registration.

15. Governing Law

This Agreement shall be governed by the laws of the State of California.

16. Terms Subject to Change

Flourish Agenda reserves the right to change the terms and conditions of this Agreement at any time, and such amended terms and conditions shall be incorporated herein and effective immediately. Flourish Agenda shall notify you of any such changes to this Agreement, and your continued use of and access to the Site after any such notice shall constitute your consent to such changes.

Version 1, April 9, 2021 (BAM)