



NTI HOST COLLABORATION AGREEMENT

This Collaboration Agreement (this “**Agreement**”), effective as of [, 20] the “**Effective Date**”), is entered into by and between the Center for Adoption Support and Education, Inc., a Maryland corporation having an address of 4000 Blackburn Lane, Suite 260, Burtonsville, NC 20866 (“**C.A.S.E.**”), and [_name of agency_], a [_type of agency_] having an address at [_address_] (the “**Host**”), each individually a “**Party**,” and together, the “**Parties**.”

WHEREAS, The National Adoption Competency Mental Health Training Initiative (“**NTI**”), was established pursuant to that certain Cooperative Agreement (Award No. 90CO1121-02-00) dated as of September 30, 2014, (the “**Cooperation Agreement**”) awarded to C.A.S.E. by the Children’s Bureau, Administration for Children and Families, US Department of Health and Human Services; and

WHEREAS, NTI was established to enhance the adoption mental health competency and skill of child welfare and mental health professionals in working with and addressing the mental health needs of children, youth and families experiencing foster care, adoption and guardianship;

WHEREAS, C.A.S.E. created a web-based training program, more particularly described on **Exhibit A** attached hereto, to fulfill the NTI purpose;

WHEREAS, Host desires to host the NTI Program through its own website and network; and

WHEREAS, the Parties desire to memorialize and clarify the allocation of rights and responsibilities between them in association with the NTI Program.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Parties, each intending to be legally bound, do hereby agree as follows:

1. Definitions.

- 1.1. **Users** means each end-user that registers through the Host Site to participate in the NTI Program.
- 1.2. **NTI Program** means the web-based training program provided by C.A.S.E. to Host pursuant to this Agreement, as more specifically described in **Exhibit A**, and all related documents, information, User and coaching instructions and other materials provided by C.A.S.E., including without limitation all pdf and other materials downloadable through the NTI Program.
- 1.3. **Host Site** means the website located at [http address] through which Host will make the NTI Program available to Users.
- 1.4. **C.A.S.E. Site** means the website maintained by C.A.S.E. located at www.adoptionsupport.org.
- 1.5. **Continuing Education Units** means a unit of credit equal to 10 hours of participation in an accredited program designed for professionals with certificates or licenses to practice various professions.

2. License Grant.

2.1. Conditioned on Host's compliance with this Agreement, C.A.S.E. hereby grants to Host the following, royalty-free, non-transferable, non-sublicensable, non-exclusive license during the Term to host the NTI Program through the Host Site solely for use, display, performance, and reproduction to the extent necessary to enable Users to access and participate in the NTI Program in accordance with C.A.S.E.'s Terms of Use as follows:

- i) Host will require each User to register to use the NTI Program.
- ii) Host will not sell, sublicense, edit, adapt, reverse engineer, decompile, disassemble, or make derivatives of any or all of the NTI Program.

3. Obligations of the Parties.

3.1. C.A.S.E. will:

- a) Include the name of Host and location of Host Site on the C.A.S.E. Site; and
- b) Provide access to the NTI Program as set forth under "C.A.S.E. Deliverables" in **Exhibit A**.

3.2. Host will:

- a) Host the NTI Program through the Host Site.
- b) Provide access to the trainings offered in the NTI Program free of charge to all Users.
- c) Host may charge Users for any Continuing Education Units, if applicable.
- d) Maintain the integrity of the NTI Program as determined in C.A.S.E.'s sole discretion and inform Users to use the NTI Program as C.A.S.E. intends by (i) providing all NTI modules and lessons in their entirety and in chronological order; (ii) stating that all modules and lessons should be completed by User within one year; (iii) including the disclaimer that the NTI Program is not a certification training and that successful completion of the NTI Program does not mean the participant is certified adoption competent or qualified in any way; (iv) including any other disclaimers or abiding by any other standards or terms of use that C.A.S.E. may provide now or in the future.
- e) Provide participants with a "Certificate of Completion" upon successful completion of all the module post-tests should they score an 80% or higher on each survey.
- f) Annually complete and return the reporting forms that C.A.S.E. will provide, indicating (i) the total number of participants enrolled in the training; (ii) the total number of participants that complete the training; and (iii) the average pre- and post-test scores per module of all participants.
- g) As the host system allows, provide C.A.S.E. annually with deidentified individual user data to assist with ongoing evaluation analysis.

3.3. Host will not (i) use single modules and/or lessons out of context; (ii) edit, copy or re-distribute any NTI Program files; (iii) allow the Host Site to be used by any third party to provide the NTI Program; (iv) make any derivatives or additions to the NTI Program; or (v) duplicate, copy or distribute any contents of the NTI Program to the general public, or publish or post any of such contents on the Internet or any server or website publicly accessible from the Internet without User registration.

3.4. Host agrees that all modifications, additions, and derivative works made to the NTI Program are owned by C.A.S.E. For avoidance of doubt, the parties acknowledge that Host may use materials

created by Host or others that are separate from but used in addition to the NTI Program. C.A.S.E. will not acquire any interest in such separate and additional materials.

- 3.5. Host shall not offer to sell or sell (or license for compensation) any of the NTI Program materials or any rights in any of the NTI Program.
4. Fees. The Parties agree that Host does not owe any monetary payment to C.A.S.E. in consideration for receipt of the rights and licenses under this Agreement.
5. Term; Termination.
 - 5.1. Term. This Agreement will continue for a period of one year from the Effective Date, and will automatically renew for one year periods, (the “**Term**”) unless and until terminated as provided under this Agreement.
 - 5.2. Termination. Either Party may terminate this Agreement at any time and for any reason upon provision of thirty (30) days’ prior written notice to the non-terminating Party. Either Party may terminate immediately in the event of material breach of this Agreement by the other Party.
 - 5.3. Effect of Expiration or Termination. C.A.S.E. will have no liability to Host or any User for any reason. Upon the expiration or earlier termination of this Agreement, Host will promptly cease providing access to the NTI Program and will cease to represent itself as a partner of C.A.S.E. Host will promptly return to C.A.S.E., at Host’s expense, within ten (10) days after termination or expiration, all documents and tangible materials containing, reflecting, incorporating, or based on C.A.S.E.’s property and will delete the NTI Program from the Host Site.
 - 5.4. Non-Procurement Common Rule. This Agreement is void or voidable if C.A.S.E. reasonably believes that Host has been debarred, suspended, proposed for debarment, excluded or disqualified under the Non-Procurement Common Rule, or otherwise declared ineligible from receiving Federal agreements, certain sub agreements, and certain Federal assistance and benefits.
6. Confidentiality. The Parties shall keep in confidence and store in accordance with applicable law any and all Confidential Information and shall use such information only for the purposes of exercising its rights and performance of its obligations under this Agreement. “**Confidential Information**” shall include, without limitation: (i) all personal information (including but not limited to names, addresses, email addresses and other information) concerning persons served by either Party; and (ii) any other information disclosed by either Party, or to which either Party is exposed because of this Agreement, that the disclosing Party identifies as confidential at the time of disclosure or which – by its nature - reasonably should be regarded as confidential. The Parties agree not to disseminate, distribute, expose, or in any way disclose Confidential Information to any third party. Each Party agrees to assist the other Party in remedying any unauthorized use or disclosure of Confidential Information, which shall include, without limitation, payment of all of the non-disclosing Party’s costs and expenses (including reasonable attorneys’ fees) incurred in connection with such unauthorized use or disclosure. The provisions set forth in this paragraph will survive the termination or expiration of this Agreement.

7. Intellectual Property.

- 7.1. Host acknowledges and agrees that C.A.S.E. is the owner or licensee of the NTI Program and all intellectual property, including but not limited to any and all copyrights, in any and all of the NTI Program.
- 7.2. Host will use the C.A.S.E. and NTI logo found on the NTI Program digital marketing tool kit webpage on Host Site and will link it to the C.A.S.E. website.
- 7.3. C.A.S.E. has the unrestricted right, at any time in its sole discretion, to (i) modify any of the NTI Program or (ii) develop other educational products or services that are similar to the NTI Program. C.A.S.E. has no obligation to provide updates to Host.

8. HOST ACKNOWLEDGES AND AGREES THAT ALL OF THE NTI PROGRAM IS PROVIDED BY C.A.S.E. ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF (i) MERCHANTABILITY, (ii) FITNESS FOR A PARTICULAR PURPOSE, (iii) TITLE, AND (iv) NON-INFRINGEMENT. HOST IS SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF PROVIDING THE NTI PROGRAM AND ASSUMES ALL RISKS ASSOCIATED IN AND WITH THE USE THEREWITH.

9. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OR LOST OR IMPUTED PROFITS OR ROYALTIES ARISING OUT OF THIS AGREEMENT OR ITS TERMINATION, REGARDLESS OF WHETHER OR NOT THE PARTY HAS ADVISED OR HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGE. EACH PARTY HEREBY WAIVES ANY CLAIM THAT THESE EXCLUSIONS DEPRIVE SUCH PARTY OF AN ADEQUATE REMEDY. EXCEPT FOR BREACH OF SECTIONS 2 AND 3.3, THE PARTIES LIABILITY SHALL NOT EXCEED \$1,000.

10. Publicity. C.A.S.E. shall provide Host with the proper name and logo for use in Host's press releases, marketing materials, or other publicity relating to the Program. Host shall identify C.A.S.E. as the originator of the content of the Program under a grant from the Children's Bureau. C.A.S.E. has the right to name Host as a recipient and user of the Program on its website and in any other materials relating to the Program.

11. Relationship of the Parties. Each Party to this Agreement is an independent contractor and nothing in this Agreement shall be construed as creating a partnership, agency or joint venture relationship between the Parties.

12. Notices. All notices, demands, requests or other communications shall be in writing and delivered personally or by certified mail, return receipt requested, with postage prepaid:

If to C.A.S.E.:

Center for Adoption Support and Education, Inc.
4000 Blackburn Lane, Suite 260
Burtonsville, NC 20866
Attn: Dawn Wilson

If to Host Site:

[REDACTED]

[REDACTED]

[REDACTED]

Attn: [REDACTED]

13. Compliance with Laws. Host agrees to comply with all applicable state and federal laws, regulations, and orders, including but not limited to those which prohibit discrimination in employment. Host shall engage in an affirmative action program as required by applicable law.

14. Miscellaneous.

14.1. Assignment. Host will not assign this Agreement, whether by operation of law or otherwise, in part or in full except in writing and with the prior written approval of C.A.S.E. and subject to the terms and conditions as C.A.S.E., in its sole discretion, may deem necessary. This Agreement shall be binding among the Parties to this Agreement and their respective successors and permitted assigns.

14.2. Entire Agreement; Modification; Waiver; Severability. This Agreement contains the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all previous and contemporaneous written or oral understandings, agreements, negotiations, commitments or any other writings or communications between the Parties in respect of such subject matter. This Agreement may be modified, amended, or supplemented only by a writing signed by both Parties. The waiver or failure of either party to exercise in any respect any right provided in this agreement will not be deemed a waiver of any other right or remedy to which the party may be entitled. Should any of the provisions in this Agreement be declared or be determined to be illegal or invalid, all remaining parts, terms or provisions shall be valid, and the illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

14.3. Authorization. Each Party represents and warrants that it is able to fulfill the responsibilities under this Agreement in accordance. It is further understood that the person signing this Agreement on behalf of each Party is a duly authorized officer of such Party.

14.4. Dispute Resolution Mechanisms. In the event of any dispute, controversy or claim between the parties under this Agreement, the parties' senior representatives shall negotiate in good faith to resolve such dispute expeditiously and to the mutual benefit of the continuity of the relationship. If the Parties are unable to resolve such dispute, controversy or claim in this manner, then either Party may pursue any remedy through any legal or equitable process.

14.5. Construction. The language of all parts of this Agreement shall in all cases be construed as a whole according to its fair meaning, and no language will be construed strictly against any party based on such party having drafted such language.

14.6. Counterparts. This Agreement may be executed in any number of counterparts, each of which may be executed by only one Party, which shall be enforceable against the Parties actually executing such counterparts, and all of which together shall constitute one instrument. Facsimile and other electronic signatures shall have the same effect as original signatures, and a PDF or other electronic copy of this Agreement will be enforceable as an original.

14.7. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Maryland without regard to Maryland's conflict of laws or principles thereof.

[Signature page follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

Center for Adoption Support and Education, Inc.

[**host agency** _____]

By: _____

Name:

Title:

By: _____

Name:

Title:

EXHIBIT A

DESCRIPTION OF NTI PROGRAM

NTI web-based trainings developed by C.A.S.E. focus on the behavioral and mental health needs of children in foster, adoptive or guardianship families. NTI will work in partnership with host sites/jurisdictions to make the NTI web-based trainings available to child welfare and mental health professionals. The goal of this partnership is to:

- Integrate the web-based trainings into existing training system; and
- Infuse the adoption mental health competencies into professional practice by preparing professionals to address mental health needs of children and youth and provide support and the appropriate therapeutic interventions to families to assure stable and secure post-permanency experiences.

NTI is designed to teach specific casework and clinical practices effective in addressing these needs. The trainings are organized in the following manner:

- For child welfare professionals: 20-23 hours, organized into 8 modules
- For child welfare supervisors: 23- 26 hours, including additional supervisor-specific lessons for each module to support worker application of learning in practice
- For mental health professionals: 25-28 hours, organized into 10 modules
- Hours are determined as a range as actual time will depend on the amount of time spent on reflection activities and review of resources.

C.A.S.E. Deliverables

NTI Implementation Package that includes

- (i) All training files in the SCORM file format and file transfer instructions;
- (ii) PDFs of all materials in the “Resources” tab, as well as the “Supervisor Coaching and Activity Guide (for Child Welfare)”;
- (iii) Spreadsheet of all pre- and post-test questions;
- (iv) An Implementation Guide;
- (v) A Transfer of Learning Guide and tip sheets;
- (vi) A list of available additional services and their accompanying fees; and
- (vii) A packet for requesting Continuing Education Unit approval, as needed.