



**nurture.
inspire.
empower.**
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W.I.S.E. Up!® Licensed Site and Facilitator Agreement

In consideration of having staff trained, qualified, and designated by the Center for Adoption Support and Education (C.A.S.E.) to be authorized W.I.S.E. Up! Workshop Facilitators and being a licensed site to use the W.I.S.E. Up! program, we agree to the following:

1. The site shall assure that trained facilitators will commit sufficient time and effort as is required to be trained, become qualified, maintain qualification, and conduct at least two workshops per year.
2. The site shall adhere to all rules and regulations of C.A.S.E. regarding the facilitation of W.I.S.E. Up! workshops and shall conduct workshops in conformance with C.A.S.E. rules and regulations, as they may be amended from time to time by C.A.S.E, including without limitation all data security and privacy obligations, rules, regulations, and laws. This includes not using the W.I.S.E. Up! materials under any other name or for any purpose other than as authorized by C.A.S.E., removing or obscuring any copyright or other notices identifying the materials as being owned by C.A.S.E., representing our facilitators as C.A.S.E. employees to anyone at any time.
3. The site shall adhere to C.A.S.E. W.I.S.E. Up! model and tenets as presented during the C.A.S.E. Facilitator Training program. To ensure the fidelity of the program, our facilitators will teach W.I.S.E. Up! as it is written and agree not to add, delete, or modify the messaging in any way. We understand that we may not reproduce, duplicate, disseminate, publish, or make public (in part or in whole) any W.I.S.E. Up! information outside of the role as a Facilitator, without written permission from C.A.S.E.
4. Facilitators shall conduct themselves in a competent, professional manner when facilitating W.I.S.E. Up! workshops, and will not engage in any conduct that may reflect negatively upon C.A.S.E., W.I.S.E. Up! or the families with whom I work or be otherwise injurious.
5. The site agrees to facilitate a minimum of two (2) W.I.S.E. Up! Workshops annually so long as they remain in good standing.
6. The site understands and agrees that it is their responsibility to manage all responsibilities and costs associated with logistics, administration, local

Headquarters

3919 National Drive, Suite 200
Burtonsville, MD 20866
301-476-8525 (general inquiries)
866-217-8534 (schedule an appointment)
www.adoptionsupport.org
caseadopt@adoptionsupport.org

Additional Locations:

Baltimore, MD
Bethesda, MD
Riverdale Park, MD
Annandale, VA
Sterling, VA

marketing/recruiting of families, registration and payment processing, venue selection, contracts and fees, and compensation of facilitators and co-facilitators.

7. C.A.S.E. will supply approved templates to use for marketing and will list the site and trained staff as approved Facilitators on its website. We understand that it is not the responsibility of C.A.S.E. to manage, administer or recruit families for workshops. C.A.S.E. agrees to refer families inquiring about W.I.S.E. Up! workshops who reside in my state/locale location to us. C.A.S.E. reserves the right to conduct W.I.S.E. Up! workshops (either in partnership or independently) in my state/locale as C.A.S.E. deems appropriate.
8. Our site acknowledges that the terms W.I.S.E. Up! the W.I.S.E. Up! Owl, C.A.S.E. and all information contained in the W.I.S.E. Up! books, publications, program materials and marketing materials, and all derivations thereof, as well as all personal information acquired from workshop attendees are owned exclusively by C.A.S.E. This includes materials, information, or other works we may discover or create as a result of our participation in the training, workshops and related programs, all of which shall be considered “works made for hire.” We shall take no action contrary to such ownership rights, nor shall we challenge such ownership rights. In the event anything we create is not considered works made for hire or an employment to invent, we agree to assign it to C.A.S.E. in writing.
9. We will identify C.A.S.E. and W.I.S.E. Up! in all related products, materials and web content and include all identifying marks and logos and link to the C.A.S.E. website at www.adoptionsupport.org.
10. Our site understands that we may charge for each 2-hour W.I.S.E. Up! workshop. We also agree to purchase from C.A.S.E and **provide a W.I.S.E. UP! workbook for each child enrolled in W.I.S.E. Up! workshops.** We may sell additional copies at a charge not to exceed the list price of U.S. \$15 each.
11. The site agrees to provide an annual report to C.A.S.E. including the number of workshops offered, the number of parents and children who attended each workshop. The reporting form will be provided to each site with the report due by January 31st for the preceding calendar year to Dawn Wilson (wilson@adoptionsupport.org).
12. This agreement allows the site to be the exclusive W.I.S.E. Up! licensed site for the following area/region: _____ and is effective for one year from the date of signature. For annual renewal the licensed site employing the W.I.S.E. Up! Facilitator agrees to pay \$500 fee to C.A.S.E. annually.
13. Our site understands that, except for information intended to be provided during workshops, all material and information provided to us during training (including training content, materials, program contents and structure, and any other information)

is confidential and proprietary to C.A.S.E and agree that we will not use it for any purpose other than as provided in the training; and will not share or disclose such information to any third party.

14. Any violation of the ownership, misuse or use of materials other than as permitted by the license granted in this Agreement non-compete, non-use, confidentiality and non-disclosure requirements in this Agreement shall result in irreparable harm to C.A.S.E., and therefore C.A.S.E. may, in addition to any other legal remedies, seek equitable relief including emergency injunctive relief from a court of law to restrain such violation, and shall be reimbursed by me for all attorneys' fees and other costs incurred in securing such relief as well as any subsequent actions
15. All trained facilitators will independently facilitate W.I.S.E. Up! workshops as a licensee of C.A.S.E. and not as an agent or employee of C.A.S.E. No amounts, whether in the form of taxes or otherwise, shall be withheld or paid to facilitators by C.A.S.E., nor are they eligible to participate in any pension, health, or any other benefit plans of C.A.S.E., nor shall worker's compensation insurance be obtained on their behalf.
16. The decision to qualify W.I.S.E. Up! Facilitators, or discontinue such qualification, is within the sole decision of C.A.S.E. We hereby waive any and all claims against C.A.S.E. in connection with conduct of the W.I.S.E. Up Facilitator program, including with respect to the bestowal or revocation of a site's or individual's status as a W.I.S.E. Up! licensee.
17. Violation of this Agreement may result in revocation of the facilitator and site license to facilitate workshops, and such other consequences as C.A.S.E. determines to protect the integrity of the W.I.S.E. Up! program.
18. The obligations imposed by this Agreement with respect to ownership, non-use and non-disclosure shall survive termination of this Agreement and the availability of remedies for violation of those obligations shall be ongoing.
19. This Agreement shall be governed by the laws of the state of Maryland, U.S. The sole and exclusive forum for any legal action between the parties related to the breach, enforcement, or interpretation of this Agreement shall be the applicable State or Federal court in or for Montgomery County, Maryland, U.S.
20. If any provision of this Agreement shall be found to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and any such invalid or unenforceable provision shall be reformed so as to be valid and enforceable to the fullest extent permitted by law.
21. This Agreement and any licensed granted may not be assigned and may be terminated by either party with 30 days' written notice. Upon termination for any reason, we will return all W.I.S.E. Up! and other C.A.S.E. materials we have received or may have

accessed as well as any we may have discovered, created, or developed as a result of my participation and agree that we will not retain any in any form of media, including electronic.

22. This Agreement constitutes the entire agreement and understanding of the parties. This Agreement shall not be amended or modified, except in writing, signed by both parties.

Site Name

Lead Contact

Email Address

Phone Number

Signature

Date

Names of Trained Facilitators

1. _____
Print Name

Job Title

Email Address

2. _____
Print Name

Job Title

Email Address

3. _____
Print Name

Job Title

Email Address

4. _____
Print Name

Job Title

Email Address

5. _____
Print Name

Job Title

Email Address

Please return by email to Dawn Wilson, at wilson@adoptionssupport.org.