



SAMPLE MEMORANDUM OF AGREEMENT (MOA) BETWEEN (ASSOCIATE) AND LIONS CLUBS INTERNATIONAL FOUNDATION

This **Memorandum of Agreement** (this "Agreement") is entered into, effective (date) by and between Lions Clubs International Foundation ("LCIF") and (the "Associate") and supersedes all existing agreements between the parties including those assigned to LCIF by Quest International (International Youth Foundation) licensing the program. In consideration of the mutual promises contained herein, the parties to this Agreement agree as follows:

Section 1. Primary Undertakings of LCIF

1.1 Definition of the Program: LCIF is the owner of certain life skills programs, which have been developed for use in schools and communities and have been endorsed by the Association of Lions Clubs International ("Lions"). The specific programs which will initially be made available by LCIF to the Associate pursuant to this Agreement are presented under the following titles:

- The Lions Quest Skills for Growing Program
- The Lions Quest Skills for Adolescence Program
- The Lions Quest Skills for Action Program

[The foregoing, existing programs (together with any translations thereof and any adaptations, modifications or supplementations thereto) and all other Lions Quest programs, products and services which are, at any time, owned by LCIF and made available to the Associate pursuant to this Agreement are thereafter referred to as the "Program."]

1.2 License to Use the Program in the Region: During the term of this Agreement and on the terms and conditions set forth in this Agreement – including, but not limited to, Lions Quest's International Implementation Guidelines (which is attached hereto as Exhibit A and is incorporated herein by this reference), LCIF hereby grants a non-exclusive license to the Associate to use, produce and distribute the Program within the geographic boundaries of (the "Region"). The Associate shall not use, reproduce or distribute the Program outside the Region.

1.3 Sample Program Materials: During the term of this Agreement, LCIF will provide the Associate with sample copies of all curriculum and training materials, which LCIF owns and endorses for use in the implementation and/or adaptation of the Program in the Region. LCIF will provide the Associate with an itemized invoice for all costs incurred in shipping such copies to the Associate, and the Associate shall remit such costs to LCIF within 30 days after receipt of such invoice.

1.4 Annual Financial Statements: LCIF shall maintain complete and accurate records of its financial activities. LCIF shall:

- Prepare an annual report containing financial statements of its operations (which statements shall be prepared in accordance with generally acceptable accounting principles, consistently applied);
- Cause such financial statements to be audited by independent certified public accountants; and
- Distribute a copy of such annual report to the Associate within one month after its availability.

1.5 Mutual Cooperation: LCIF shall consult and cooperate with the Associate in the fulfillment of the purposes of this Agreement.

Section 2. Primary Undertakings of the Associate

2.1 Organizational Structure and Purposes: The Associate shall, at all times, be organized as a non-profit entity whose assets and revenues are committed perpetually to the development, implementation and furtherance of life skills programs for youth (in the Region or elsewhere).

2.2 Implementation of the Program in the Region: The Associate shall assume full responsibility for the effective and efficient implementation of the Program in the Region. Without limiting the generality of such responsibility, the Associate shall:

- Where appropriate, and in a manner consistent with Section 3 of this Agreement, sponsor translation, adaptation, modification and/or supplementation of Program materials so that the Program will be culturally and linguistically appropriate for implementation and use in the Region;
- Contract with competent and reputable publishers, or to otherwise arrange, for the publication or other reproduction of all Program curriculum and training materials, without cost or obligation to LCIF in sufficient quantities for distribution and use in connection with the implementation of the Program in the Region;
- Market the Program to appropriate school and community officials, and otherwise encourage and support use of the Program, within the Region;
- Sponsor workshops for the training of teachers for the Program following Lions Quest approved workshop models and conducted by Lions Quest certified trainers;
- Provide ongoing support and assistance to teachers who have been trained in the use of the Program; and
- Raise funding necessary to support the foregoing activities.

2.3 Compliance with International Implementation Guidelines: In connection with the implementation of the Program in the Region, the Associate agrees to comply with all provisions of Lion-Quest's International Implementation Guidelines.

2.4 Financial Statements: The Associate shall maintain complete and accurate records of its financial activities. The Associate shall:

- On or before 15 January, and 15 July, provide LCIF with a written summary of workshop and material sales activity for the preceding calendar semester
- Promptly after the close of each fiscal year, cause the financial statements which will be included in its annual report to be audited by independent accountants who have a certification or other accreditation in the Region which is reasonable comparable to the certified public accountant designation for United States accountants; and
- Deliver a copy of each annual report, together with the accompanying audit report (in English), to LCIF within one month after its availability.

2.5 Mutual Cooperation: The Associate shall consult and cooperate with LCIF in the fulfillment of the purposes of this Agreement.

Section 3. Intellectual Property Rights

3.1 Ownership of Program Materials: The Associate expressly acknowledges that all rights, title and interest in and to the Program (including without limitation all products, services, trainings and materials used in conjunction with or associated with the Program except as stated in 3.2.5) is, and shall remain, the sole property of LCIF.

3.2 Translations, Adaptations, Modifications and Supplementations to program Materials: LCIF and the Associate anticipate that it may be necessary for the Associate to translate, adapt, modify and/or supplement Program materials in order to make the program culturally and linguistically appropriate for implementation and use in the Region. LCIF and the Associate further anticipate that any such supplemental materials may either be (1) derived from program materials provided by LCIF to the Associate pursuant to this Agreement or (2) original works created entirely by the Associate. With respect to all such translations, adaptations, modifications and supplementations (whether derived or original), LCIF and the Associate hereby agree that:

3.2.1 Responsibility for any such translation, adaptation, modification or supplementation shall rest solely with the Associate and shall not be a responsibility of LCIF;

3.2.2 No such translation, adaptation, modification or supplementation shall occur without (1) the written consent of LCIF to a specific, written proposal by the Associate prior to the commencement of such translation, adaptation, modification or supplementation (which consent shall not be unreasonably withheld or delayed) and (2) the written approval of LCIF to the end-product resulting from such translation, adaptation, modification or supplementation (which approval shall not be unreasonably withheld or delayed);

3.2.3 After approval by LCIF of the end-product of such translation, adaptation, modification or supplementation, all copies of such end-product shall be identified with the Lions Quest name, logo and other identifying trademarks in such manner as shall be reasonably required by LCIF;

3.2.4 All intellectual property rights associated with such translation, adaptation, modification or supplementation derived, either wholly or in any substantial portion, from program materials provided by LCIF to the Associate pursuant to this Agreement shall be the sole property of LCIF but shall be subject to the license granted by LCIF to the Associate under this Agreement. In connection therewith, the Associate hereby acknowledges and agrees that:

- All ideas, concepts, know-how, techniques, curricula and supplementary materials that are developed, during the term of this Agreement, by the Associate, its employees or any third-party retained by the Associate derived wholly or in part from materials provided by LCIF that shall constitute patentable subject matter or be susceptible to protection by trade secret law are hereby irrevocably assigned to LCIF by this Agreement effective upon creation, together with all patent rights with respect to such ideas, concepts, know-how, techniques, curricula and supplementary materials; and
- All materials developed, during the term of this Agreement, by the Associate, its employees or any third-party retained by the Associate derived wholly or in part from materials provided by LCIF that constitute copyrightable subject matter under the copyright laws of any country are hereby irrevocably assigned to LCIF by this Agreement effective upon creation, and LCIF shall have the exclusive right to copyright such works in its name and to secure any and all renewals and extensions of such copyrights throughout the world.

3.2.5 All intellectual property rights associated with such translation, adaptation, modification or supplementation which constitute original works created entirely by the Associate, but utilized in conjunction with the Lions Quest Program or marketed under the Lions Quest name, shall be the joint property of LCIF and the Associate. In connection therewith, the Associate hereby acknowledges and agrees that:

- All intellectual property rights associated with such original derivative works, both with regard to patentable subject matter and materials subject to copyrights within the Associate's home country shall reside with the Associate
- All intellectual property rights associated with such original derivative works, both with regard to patentable subject matter and materials subject to copyrights outside of the Associate's home country shall reside with LCIF and the Associate.

3.2.6 The Associate shall enter into such agreements with its employees and any third-parties retained by the Associate as maybe necessary to give effect to the provisions of this Section 3. LCIF shall be expressly designated as a third-party beneficiary of such agreements.

3.3 Annual Licensing Fee: The Associate shall pay LCIF an annual licensing and support fee as determined by the Lions Quest licensing formula for international country offices as described in Exhibit B and shall be updated by LCIF annually, attached hereto and made a part of this agreement. The fee shall correspond to the fiscal year beginning July 1 and ending June 30. The date(s) of payment shall be determined by mutual agreement by the parties, but the entire fee shall be paid no later than 30 days after the end of the fiscal year. Associates who feel that special conditions in their country merit a temporary reduction in the licensing fee may solicit special consideration from LCIF. All such requests should be submitted to LCIF in the first half of a fiscal year. LCIF shall consider all requests for special consideration and respond to the Associate within a period no greater than 60 days after receipt of the request.

Section 4. Term and Termination

4.1 Effective Date: This Agreement shall be effective as of the date set forth in the opening paragraph.

4.2 Termination: This Agreement shall be in effect from the date this agreement is signed and shall have no specific termination date. Either party may terminate this Agreement as of the last day of any calendar quarter provided that written notice of such party's intention to terminate this Agreement is delivered to the other party on or before the first day of such calendar quarter.

4.3 Obligations Which Survive Termination: Termination of this Agreement shall not affect (1) any obligations of the parties under Section 3 of this Agreement or (2) the Associate's obligations under Section 2.1 of this Agreement.

5.0 Governing Law: The validity, construction, and interpretation of this Agreement and the rights and duties of the parties hereto shall be governed by the laws of the Region without reference to Region's choice of law rule.

IN WITNESS WHEREOF, LCIF and the Associate have executed this Agreement, effective as of the date set forth in the opening paragraph.

Lions Clubs International Foundation

Associate

By: _____

Peter Lynch

Title: Executive Director

Date: _____

By: _____

Title: _____

Date: _____