

**PRELIMINARY MEMORANDUM OF AGREEMENT BETWEEN  
LIONS CLUBS INTERNATIONAL FOUNDATION AND (ASSOCIATE)  
OF LIONS CLUBS INTERNATIONAL**

**This Memorandum of Agreement** (this “Agreement”) is effective on (date) by and between (the “Associate”) and Lions Clubs International Foundation (“LCIF”). In consideration of the mutual promises contained herein, the parties to this Agreement agree as follows:

**1.1 Definition of the “Program”:** Lions Clubs International Foundation (LCIF) is the owner of certain life skills programs which have been developed for use in schools and communities. The specific programs which will initially be made available pursuant to this Agreement are presently presented under the following title:

- The Lions Quest **Skills for Growing** Program (presently comprising the Curriculum Material, Teachers’ Resource Guide, Parent Meeting Guide, and Student Book;)
- The Lions Quest **Skills for Adolescence** Program (presently comprising the Curriculum Manual, Teachers’ Resource Guide, Student Book, Parent Book, Parent Meeting Guide, and storage box).

**1.2 License to Use the Program in the Region:** During the term of this Agreement and on the terms and condition set forth in the International Implementation Guidelines (which is attached hereto as Exhibit A and which is a component of this Agreement) LCIF hereby licenses the District to revise and pilot the Program in schools in (the “Region”) for the duration of this project.

**1.3 Financial Accountability:** The Associate shall develop the project budget and maintain complete and accurate records of its financial activities.

- Prepare financial report containing financial accountability 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.

## **Section 2. *Primary Undertakings of (the Associate)***

**2.1 Implementation and administration of the Pilot Program in the Region:** The Associate shall assume full responsibility for the effective and efficient implementation of the pilot project.

- Where appropriate, and in a manner consistent with Section 3 of this agreement, the Associate may sponsor translation, adaptation, modification and/or supplementation of materials so that the Program will be culturally and linguistically appropriate for implementation and use in the Region;
- In the case the Associate determines a need to adapt pilot program curriculum or training materials, it shall contract with competent and reputable writers and editors, or to otherwise arrange, for the publication or reproduction of said materials, without cost or obligation to LCIF in sufficient quantities for distribution and use in connection with the implementation of the pilot program;
- The Associate will market the Program to appropriate school and community officials, and otherwise encourage and support use of the Program, within the Region;
- The Associate will sponsor workshops for the training of teachers for the Program following Lions Quest approved workshop models and conducted by Lions Quest certified trainers;
- The Associate will provide ongoing support and assistance to teachers who have been trained in the use of the Program during the term of the Agreement; and
- The Associate will raise funding necessary to support the foregoing activities, during the term of the Agreement.

**2.2 Mutual Cooperation:** The Associate shall coordinate and cooperate with Lions Clubs, LCIF and Lions Quest program staff in the fulfillment of the purpose of this agreement.

### **Section 3. *Intellectual Property Rights***

**3.1 Ownership of Program Materials:** Lions Quest represents and warrants that LCIF is the legal owner of all Lions Quest copyright material that are the subject of this Agreement (the Program), including without limitation all written products, training and materials used in conjunction with or associated with the Program.

**3.2 Translations, Adaptations, and Modifications to Program Materials:** LCIF and the Associate understand that it may be necessary to translate, adapt or modify Program materials in order to make the Program culturally and linguistically appropriate for implementation and use in the Region. With respect to all such translations, adaptations and modifications LCIF and the Associate hereby agree that:

- **Definition of Derivative Works:** For purposes of this Agreement, a “Derivative Work” shall mean a work based upon the Program, such as a translation, adaptation, modification, supplementation, abridgement, or any other form in which the Program may be recast, transformed or adapted.
- **Derivative Rights:** All intellectual property rights associated with derivative works shall be the sole property of LCIF, but shall be subject to the license granted by LCIF under this Agreement.
- **Noncompetition:** The Associate hereby agrees that as a separate consideration for the execution of this Agreement, they will not, directly or indirectly, as a principal, agent consultant, equity owner or member, in the Region create products or services on behalf of any person, including itself, or any organization or entity which competes or would compete with, the Program or any products or service which Lions Quest provides.
- **Lions Quest Name:** All copies of Derivative Work or pilot materials shall be identified with Lions and the Lions Quest name, logo and other identifying trademarks in such manner as shall be reasonably requested.

**3.3** The Associate shall enter into such agreements with its employees and any third parties retained by the associate, with the consent of LCIF, as may be necessary to give effect to the provisions of this Section.

#### **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:** LCIF may terminate this Agreement with cause effective immediately upon giving notice of termination or upon the conclusion of the pilot phase as determined by LCIF. Cause is defined as being engaged in, undertaking or being a party to acts, missions, or events that bring the good name of LCIF or Lions Quest into ill-repute or if the grantee does not comply with its obligations under this Agreement.
- 4.3 Future Agreements:** Upon completion of the pilot, the Associate or a nonprofit entity established or designated by the Associate, may proceed to sign a definitive Memorandum of Agreement with LCIF in order to establish itself as an official Lions Quest country office, as an option. It is understood that this memorandum would include provisions for the payment of annual licensing fees to support the international growth of the program.

#### **Section 5. *Governing Law, Jurisdiction, and Authentic Contractual Text***

- 5.1 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 State of Illinois, United States of America without reference to Region's choice of law rule.
- 5.2 Jurisdiction:** The parties consent to the jurisdiction of the courts of Chicago, Illinois, United States of America and waive any contention that any such court is an improper venue for enforcement of this Agreement.
- 5.3 Authentic Contractual Text:** The English version, signed by the parties to the contract, is the determinant.

**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: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_