

# Restarting Institutional and Training License

This Restarting Institutional and Training License (hereafter referred to as “RITL” or “License”) is entered into as of the “Effective Date” (as defined in section 1.1 below) by and between the Shepherd’s House, Inc., a California Corporation (hereafter sometimes referred to as “Licensor”) and the “Licensee” provided in section 1.3 below.

## ARTICLE 1. BASIC PROVISIONS

1.1 Effective date (Purchase Date) of this License: \_\_\_\_\_

1.2 License number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

1.3 Licensee: Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax: No. \_\_\_\_\_

Email: \_\_\_\_\_

1.4 Facility or site where the licensed property will be used:

Address: \_\_\_\_\_

Phone No. \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

**1.4.1 A separate license is required for each facility/site where separate copies of the DVDs are required. Virtual sites always require their own license.**

1.5 Licensor: Shepherd’s House, Inc.  
P.O. Box 40096  
Pasadena, CA 91114  
Phone: 626-794- 3670  
FAX 626-398-2466  
Email: [materials@lifemodel.org](mailto:materials@lifemodel.org)  
Website: [www.lifemodel.org](http://www.lifemodel.org)

1.6 Term of this License: Two years from the Effective Date above.

1.7 Indicate the category for which you are obtaining this license:

- Licensed treatment programs - for profit
- Licensed treatment programs - not for profit
- Accredited schools - for profit
- Accredited schools - not for profit
- Recovery training programs - Certificate granted if any
  
- \_\_\_\_\_  
Recovery programs - closed groups but not licensed
- Virtual training programs
- Other: \_\_\_\_\_

1.8 Fee: \_\_\_\_\_

1.9 I have been approved for a scholarship:  Yes  No

## **ARTICLE 2. GRANT OF LICENSE**

2.1 Licensor has developed, produced and designed the Restarting Institutional and Training Program which consists of a twelve volume set of DVDs and contains the teaching information for Restarting Groups. Hereafter the twelve volume set of DVDs is referred to as the "Program Materials." The specific titles of the DVDs which comprise the Program Materials are attached as Exhibit "A."

2.2 As of the Effective Date, and subject to the terms and conditions set forth herein, Licensor grants to Licensee the non-exclusive right to use the Program Materials.

2.3 The parties agree that Licensor maintains and reserves the right to license additional uses of the Program Materials anywhere in the world at Licensor's sole discretion.

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## **ARTICLE 3. CONSIDERATION**

3.1 In consideration for the non-exclusive use of the License, the Licensee shall pay to Licensor the one-time fee stipulated in section 1.8.

#### **ARTICLE 4. TERM**

4.1 The term of the License (the "Term") shall commence upon the Effective Date and shall continue for a period of two years after which time this License and all rights and privileges granted herein shall immediately and automatically terminate.

4.2 Upon termination of this License, all Program Materials shall be immediately returned by Licensee to Licensor.

#### **ARTICLE 5. REPRESENTATIONS AND WARRANTIES**

5.1 Licensee represents and warrants that Licensee has read the Rules and Restrictions of Use attached hereto as Exhibit "B," that the Rules and Restrictions of Use are acceptable to Licensee and that Licensee will fully comply with the Rules and Restrictions.

5.2 Both Licensee and Licensor represent and warrant to each other that their execution, delivery and performance of this License and the consummation of the transactions contemplated hereby (a) have been duly authorized and approved; and (b) constitute the legal, valid and binding obligations of each.

#### **ARTICLE 6. INDEMNIFICATION**

6.1 Licensee shall indemnify, defend and hold Licensor, and its officers, directors, advisors, employees, agents and representatives harmless from and against any and all claims, demands, suits, actions, causes of action, losses, damages, obligations, liabilities, costs and expenses (including, without limitation, attorneys' fees and court costs) (collectively, the "Claims") arising as a result of or incurred in connection with (i) any breach by Licensee of any of its representations or warranties set forth in this License; (ii) any failure by Licensee to perform any of its covenants or agreements set forth in this Agreement; or (iii) Licensee's use of the Program Materials.

6.2 Licensor shall indemnify, defend and hold Licensee and its officers, directors, shareholders, affiliates, employees, agents, and other representatives harmless from and against any and all Claims arising as a result of or incurred in connection with (i) any breach by Licensor of any of its representations or warranties set forth in this License, or (ii) any failure by Licensor to perform any of its covenants or agreements set forth in this Agreement.

#### **ARTICLE 7. GENERAL PROVISIONS**

7.1 Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and directed to the other party at the address, fax number and email address set forth in the Basic Provisions above. Any party hereto may change its address for the purpose of receiving notices, demands and other communications as herein provided by a written notice given in the manner aforesaid to the other party or parties hereto.

7.2 This License shall, in all respects, be governed by the laws of the State of California and all parties hereby consent to the jurisdiction of the State of California. Any legal action arising from or related to the performance or interpretation of this License must be filed in Los Angeles County, California.

7.3 It is agreed that the rights granted to the parties hereunder are of a special and unique kind and character and that, if there were a breach by any party of any material provision of this License, the other party would not have an adequate remedy at law. It is expressly agreed therefore that the rights of the parties hereunder may be enforced by an action for specific performance, injunction and such other equitable relief as is provided under the laws of the State of California.

7.4 This Agreement has been negotiated at arm's length and between persons (or their representatives) sophisticated and knowledgeable in the matters dealt with in this License. Accordingly, any rule of law (including California Civil Code Section 1654 and any successor statute) or legal decision that would require interpretation of any ambiguities against the party that has drafted it is not applicable and is waived. The provisions of this License shall be interpreted in a reasonable manner to effect the purpose of the parties and this License.

7.5 This License, taken together with the Exhibits attached hereto, constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all other written or oral negotiations, understandings or agreements among the parties with respect to the rights and obligations assumed herein and contains all of the covenants and agreements among the parties with respect to such rights and obligations. No amendment, change or modification of this Agreement shall be valid unless in writing, stating that it amends or modifies this Agreement, and signed by all of the parties hereto.

7.6 Invalidity or unenforceability of one or more provisions of this Agreement shall not affect any other provision of this Agreement.

7.7 Neither party may assign any of their rights or delegate any of their obligations under this License, without the prior written consent of the other party. Except for the foregoing, each of the terms and provisions contained herein shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns.

7.8 Execution and delivery of this License shall not be deemed to confer any rights upon, directly, indirectly or by way of subrogation, nor obligate either of the parties hereto, to any person or entity other than each other and their respective affiliates.

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IN WITNESS WHEREOF, the parties hereby have executed this License Agreement to be effective as of the Effective Date.

LICENSEE: \_\_\_\_\_

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

Print Name: \_\_\_\_\_

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

LICENSOR: SHEPHERD'S HOUSE, INC., a  
California non-profit corporation

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

Print Name: \_\_\_\_\_

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

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

## EXHIBIT "A" TITLES

### Restarting With Ed Khouri ©2008 Institutional-Training License Version

#### Disk One

1. Week 1 Train Your Brain For Change 42:14
2. Introduction for Facilitators 11:10
3. The Future of Recovery 20:40
4. Session 1 Intro to Immanuel 2:30

#### Disk Two

1. Week 2 The 2 Skills Your Brain Can't Live Without 43:42
2. Session 2-1 Appreciation 5:00
3. Session 2-2 Relax Breathe 9:32
4. Session 1 Intro Immanuel 2:30

#### Disk Three

1. Week 3 Calming Our Painful Emotions 31:58
2. Session 3-1 Synchronized Walking 4:05
3. Session 3-2 Negative Emotions 2:02

#### Disk Four

1. Week 4 Strategies That Keep You Stuck 34:53
2. Session 4 Four Plus Joy Stories 4:04

#### Disk Five

1. Week 5 Healthy Relationships 32:09
2. Session 5-1 Attachment Pain Pop Music 2:47
3. Session 5-2 Attachment Pain Hurts 2:13
4. Session 5-3 Attachment Pain and BEEPS 3:12
5. Session 4 Four Plus Joy Stories 4:04

#### Disk Six

1. Week 6 Painful Relationships 30:35
2. Session 6-1 Dismissive Attachment 3:55
3. Session 6-2 Distracted Attachment 2:25
4. Session 6-3 Optional Exercise 2:00

#### Disk Seven

1. Week 7 Toxic Relationships 41:02
2. Session 7-1 Disorganized Attachment 3:35
3. Session 7-2 Immanuel One 10:20
4. Session 1 Intro to Immanuel 2:30

#### Disk Eight

1. Week 8 Trauma, Hope and Recovery 26:36
2. Session 8 Immanuel Two 11:53

#### Disk Nine

1. Week 9 Leaving Codependency Behind 40:43
2. Session 9 Optional Exercise 1:30
3. Session 1 intro to Immanuel 2:30

#### Disk Ten

1. Week 10 Attachments That Kill 34:39

#### Disk Eleven

1. Week 11 Recovering Our Lost Identity 22:06
2. Session 11-1 New Beginning 1:17
3. Session 11-2 Scripture Meditation 7:55

#### Disk Twelve

1. Week 12 The Blueprint for a New You! 31:35
2. Session 12 Maturity Assessment 8:15

**EXHIBIT “B”**  
**RULES AND RESTRICTIONS OF USE**

**Section 1: Your RITL Rights**

With this RITL:

1. You may charge a fee for the use of the Program Materials.
2. You may use the Program Materials within one of the following:
  - A. A treatment program location.
  - B. A training program location.
  - C. A virtual training program.
  - D. Note: This contract allows the Program Material to be used in only one facility per license. A "virtual" program counts as one facility and requires its own RITL.
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7. Benefits provided to you under this License:
  - A. 15% discount on manuals.
  - B. Discounts on promotional materials.
  - C. Discount on Restarting Home License DVDs.
  - D. Free upgrades during the license period.
8. You may advertise responsibly about your use of the RITL materials. (See also: **Section 4: Your Public and Publicity Statements About RITL Material.**)
9. Shepherd's House promotes and encourages good outcome research by licensees, along with clear and honest disclosure of results of outcome research and will provide licensees with access to responsibly produced outcome studies that we have the rights to release.
10. You may use video content from the Program Materials in your advertising only under these conditions:
  - A. You may display any video materials designed for advertising on the *Preview Restarting: Join the revolution of hope!* DVD. These include: (1) Overview of Restarting (15 minutes), (2) Group announcement for promoting Restarting (90 seconds).
  - B. You may display multiple excerpts from the Program Materials, provided the displayed excerpts are less than 60 seconds in length and the total running time for the excerpts together is less than 10 minutes.
  - C. Other use of the Program Materials for advertising, other than specifically described above, requires written permission from Shepherd's House Inc.
11. Shepherd's House Inc. makes every effort to insure quality DVD production for our materials and will quickly replace any defective products. Contact [materials@lifemodel.org](mailto:materials@lifemodel.org) for a rapid response. We will quickly replace disks lost or damaged by the licensee for a processing fee.

## Section 2: Your RITL Responsibilities

1. The Program Materials must be used according to the program implementation parameters described in the Restarting materials. The Licensee must provide proper training for staff or teachers in the necessary skills and procedures.
2. The Program Materials must be protected from unapproved distribution.
3. The Program Materials must be protected from unapproved access.
4. The Program Materials must be honestly represented to the public. See also: **Section 4: Your Public and Publicity Statements About RITL Material.**
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6. You must be truthful and honest about the Program Materials and your associations with the Program Materials and Shepherd's House, Inc.
7. Each Licensee is responsible for their own use of the Program Materials and their results.
8. Licensee will operate within the laws and professional ethics that govern your location, qualifications and operations. Failure to do so will result in the revocation of this License.

## Section 3: Your RITL Restrictions

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9. Possession of a RITL does not provide, and may not be represented as proof that the Licensee is acting as an agent or representative of Shepherd's House Inc. Violation of this standard immediately voids this License.  
**Initials** \_\_\_\_\_.
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#### **Section 4: Your Public and Publicity Statements About Program Materials**

You may:

1. state that you are using *Restarting* and *Thriving Recovery* materials in your public statements and advertising.
2. claim any benefits from the Program Materials for which you have documented evidence or public statements from Shepherd's House Inc. You must cite the source of your claims.
3. list links to the [www.thrivingrecovery.org](http://www.thrivingrecovery.org), [www.lifemodel.org](http://www.lifemodel.org) and [www.thrivetoday.org](http://www.thrivetoday.org) site on your website and materials as appropriate.
4. You are encouraged to do appropriate, objectively measured, reliable and valid outcome studies and report the results of using Program Materials for your program.

You may not:

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1. Program Materials stored in a retrieval system that can be played on demand by various users requires its own RITL. Under one RITL you may either play Program Materials from the DVDs themselves or from an electronic retrieval system but not both. If your program requires both then separate licenses are required.

2. You may not modify, edit, change, add to or amend the Program Material content. You may change file type for electronic storage and distribution provided the lesson content is not, in any way, edited or modified.
3. One active copy of the Program Material video files may be maintained on a properly secured intranet or file-sharing server where access is limited to people in your program.
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8. You cannot install, load or store the Program Materials in a manner that allows people without a RITL to access the materials.
9. The Licensee will be responsible for the protection of the licensed material and is liable for any losses or damages to Shepherd's House arising from unauthorized copies of Program Materials as well as the costs to recover such damages.