National Health Promotion Associates, Inc.  
711 Westchester Avenue, White Plains, NY 10604  
Tel: 914-421-2525 ■ Fax: 914-421-2007

Training Agreement
Between
National Health Promotion Associates, Inc.
And
Monroe County Community School Corp.

This Agreement is entered into this 18 day of August 2008 by and between Monroe County Community School Corp. of Bloomington, IN and National Health Promotion Associates, Inc. (hereinafter "NHPA"), a corporation organized under the laws of the State of New York and having a principle place of business at 711 Westchester Avenue, White Plains, New York.

I. Performance of Service

NHPA and Monroe County Community School Corp. hereby agree to perform the services as specified in Part II of this agreement.

II. Scope of Services

NHPA shall perform the following services:

1) Provide 1 qualified LifeSkills Training (LST) trainers to conduct a one day LST Training on October 2, 2008 in Bloomington, IN. The number of trainers will be determined by the number of participants registered for the workshop with a maximum number of 25 participants per trainer.

2) Provide any auxiliary materials needed to enhance the training experience.

Monroe County Community School Corp. shall perform the following services:

1) Provide each training participant with a Teacher's Manual and Student Guide for the specific level of the Life Skills Training program being taught at the Teacher Training Workshop.

2) Provide suitable space and any necessary audiovisual equipment for the training.

3) Register training participants prior to the event and at the training workshop. NHPA must be notified at least seven days prior to the training with the final number of training participants. If additional participants are added or deleted after this date, NHPA reserves the right to assess an additional $50 charge per person in addition to the registration fee. Refunds will not be provided for participants who fail to attend the trainings. Everyone attending the training will be charged, as there are no "observers" permitted. Every participant is expected to attend the full training.

4) Pay NHPA for the following: registration fees, trainers' expenses (travel, meals, lodging), and training material costs.

5) Coordinate all logistical arrangements with the hotel and/or training facility (room set-up, A/V equipment needs, etc.) based on input from NHPA and trainer.
Ensure prior written consent for audio & visual recordings of any LST service as they are prohibited without such consent.

III. Compensation
Monroe County Community School Corp. will reimburse NHPA within thirty days of the date of invoice after completion of training for the following:

| Registration          | $3500 flat rate for up to 20 participants. $150.00 each additional participant.  
|-----------------------|---------------------------------------------------------------------|
| Curriculum materials**| $103.00 per participant for the LST Teacher's Manual and Student Guide.  
| All curriculum orders must be placed through Princeton Health Press |                                                                 |
| Expenses              | Travel, lodging, meals, and incidentals for the LST trainer(s) estimated cost of $750.00 per trainer/per day. |

**Curriculum materials will need to be purchased if not done so previously.

NHPA will mail an invoice promptly following completion of the training. This invoice will detail the amount owed per participant trained, materials utilized, and amount of travel, meals and lodging expenses.

IV. Intellectual Property Rights
The Life Skills Training program including, but not limited to, LST teacher's manuals, student guides, and A/V materials were developed and copyrighted by Dr. Gilbert J. Botvin. The training to be provided under the terms of this agreement is intended for the sole purpose of enabling those individuals being trained to deliver the LST Program with content and process fidelity. All rights to the LST program and any derivative materials arising out of the services provided by the NHPA will remain the property of Dr. Gilbert J. Botvin. For the purposes of this contract, "derivative materials" shall mean any translation, abridgement, revision, or other form in which an existing work may be recast or adapted.

The LST Teacher Training Workshop materials, the TOT materials, Trainers' Manual, and any other associated materials for all versions and editions of the LST program, are copyrighted and may not be reproduced in any form without written permission from NHPA, and are the sole property of NHPA.

Monroe County Community School Corp. may not amend or copy the contents of the two-pocket folder containing the material handouts for each Teacher Training Workshop. These materials may be purchased from NHPA at $8.00 per folder. Folders must be ordered four weeks prior to needed date.

V. Termination Clause
Either party up to thirty (30) days prior to the scheduled training workshop may terminate this agreement. If a termination occurs, the terminating party will be responsible for all costs incurred up
to and including the termination date. The site will be held responsible for the cost of any airline ticket cancellation fees and non-refundable ticket penalties that are incurred up to and including the termination date. If for any reason NHPA cannot perform the services outlined in this contract, NHPA reserves the right to substitute similar or comparable services on other dates.

**Force Majeure:** NHPA shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party. Such acts shall include without limitation: acts of God, strikes, lockouts, riots, acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "Force Majeure Events"), and other events such as computer failures and power outages, and/or transportation cancellations or delays by carriers. When such a cause arises, NHPA shall notify the Monroe County Community School Corp. immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Any delays in delivery or in meeting completion dates due to Force Majeure Events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless NHPA determines it to be in its best interest to terminate the contract.

**VI. Non-Discrimination Practices**

NHPA agrees that in its performance under this contract, it will neither discriminate nor permit discrimination against any person or group of persons on the basis of race, color, national origin, sex, religion, age, handicap, political affiliation, sexual orientation, in accordance with Title VI of the Civil Rights Act and other Federal Legislation.

In WITNESS whereof, and in acknowledgement that the parties hereto have read and understood each and every provision hereof, the parties have executed this agreement as of the date first above written.

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*National Health Promotion Associates, Inc.*

*Monroe County Community School Corp.*

8-20-08

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