

# **Montessori Inspired World Wide Federation Idea Bank**

## **Membership Agreement**

### **Purpose of Membership**

The Federation's mission is implementing and sustaining the use of Montessori methods for use in providing better care and quality of life for persons with dementia. The vision of the Federation is to create an association of individuals and organizations dedicated to furthering the purposes of the Federation's mission and purpose, including, by providing a forum for the exchange of ideas in relation to the Montessori approach to dementia and by fostering opportunities through, professional networking, development and publication of ideas. The Federation will compile ideas shared by its members into a Montessori Inspired Lifestyle® idea bank, maintained by the Federation and accessible to its members (the "Idea Bank").

### **Classes of Membership/Qualifications**

The Federation shall have individual- and organizational-level memberships. Submission of ideas in connection with the Montessori approach to dementia is required to qualify for membership in the Federation. The determination of whether a submitted idea qualifies an individual or an organization for new membership or for maintaining its existing membership shall be at the sole discretion of the Federation.

### **Member Obligation**

Member agrees to be bound by this Agreement and by all conditions and licenses contained herein. Member agrees to share and contribute to the Federation not less than one novel idea per year, as determined by Member's anniversary date of joining the Federation, for working with persons with dementia using the Montessori approach.

### **Section 1 - Member Warranties and Representations**

Member represents and warrants to the Federation that (a) Member has full power and authority to enter into this Agreement including all rights necessary to disclose and share ideas on Montessori approach to dementia; (b) in performing this Agreement the Member will not violate the terms of any nondisclosure or other agreement with any third party; and (c) any work product Member shares with the Federation in connection with disclosed ideas is the original work of the Member, does not and will not infringe upon, violate or misappropriate any patent, trade secret, copyright, privacy right, or any other intellectual or proprietary right of any third party.

### **Section 2 - Indemnifications**

Member shall defend, indemnify and hold the Federation, its members, directors, trustees, officers, agents, representatives, licensees, successors and assigns harmless from any and all claims, actions and proceedings, and the resulting losses, damages, costs and expenses (including reasonable attorneys' fees) arising from any claim, action or proceeding based upon or in any way related to Member's or its agents' breach or alleged breach of any representation or warranty in this Agreement.

### **Section 3 - Access and Use of Information in the Idea Bank**

As a benefit of membership, the Federation provides Member with access to the Idea Bank, subject to the acceptance of the terms contained herein. The Federation grants Member a global, royalty-free, non-exclusive, non-transferable, limited license to access the Idea Bank and the compilations of information therein, which license shall be automatically revoked upon termination of membership. Member acknowledges that, prior to accessing the Idea Bank, Member has carefully read and understood the license agreement disclaimers. By accessing the Idea Bank, the Member hereby acknowledges and agrees that:

A. THE FEDERATION MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES AS TO, AND ASSUMES NO RESPONSIBILITY FOR, THE ACCURACY, COMPLETENESS, OR EFFECTIVENESS OF THE SHARED MONTESSORI METHOD IDEAS, AND MAKES NO REPRESENTATIONS OR WARRANTIES CONCERNING THE SAFETY OR SUITABILITY OF THE METHODS DESCRIBED THEREIN FOR THE TREATMENT OF DEMENTIA PATIENTS OR OTHERWISE.

B. THE FEDERATION DOES NOT ENDORSE ANY MEMBERS WHO CONTRIBUTED THE IDEAS AND EXPRESSLY DISCLAIMS ALL LIABILITY FOR DAMAGES OF ANY KIND ARISING OUT OF DISSEMINATION OF THE IDEAS OR THE USE OF SAID IDEAS IN TREATMENT OF PATIENTS BY MEMBER OR BY ANY THIRD PARTY.

C. THE INFORMATION IN THE IDEA BANK IS COMPILED AND PRESENTED "AS-IS" AND WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, AND THE FEDERATION DISCLAIMS ANY AND ALL WARRANTIES THAT MIGHT OTHERWISE BE IMPLIED BY APPLICABLE LAW, INCLUDING THE WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTY OF NONINFRINGEMENT.

### **Section 4 - Intellectual Property Rights**

A. To the extent Member submits any of Member's original works of authorship (each a "Work" or collectively, the "Works") to the Federation, Member shall retain all intellectual property right in any such Work, including, without limitation, Copyright in all of Member's original documents, scholarly articles, drawings, graphs, designs, and other copyrightable materials (collectively, the "Materials"), which are furnished by Member to Federation pursuant to this Agreement.

B. Member hereby grants Federation a global, perpetual, nonexclusive, sublicensable, royalty-free license to distribute, publish, create derivative works and otherwise use any Work furnished by Member in connection with the ideas shared by Member with the Federation and its members.

C. Notwithstanding anything to the contrary in this Agreement, the Federation shall own all Copyrights in any compilation (within the meaning of 17 U.S.C. § 101) of Works or Materials created by Federation, including, but not limited to, any compilation in the Idea Bank.

### **Section 5 - Discipline; Termination of Membership**

A. In addition to any other remedy the Federation may have at law or in equity, Federation's Board of Directors (the "Board") may discipline the Member, based on the good faith determination that the Member has engaged in conduct detrimental to the purposes of the Federation or its members or otherwise breached any of Member's representations, warranties, or obligations under this Agreement. Such discipline may include a suspension or permanent termination of membership.

If the Board determines that there appear to be grounds for discipline, the following procedure will be followed: (i) the Member shall be given ten (10) days written notice of the proposed discipline and the reasons therefor by first class U.S. mail addressed to the Member's last shown address on the records of Federation; (ii) the Member shall be given the opportunity to be heard at least three (3) days before the date of the proposed action; and (iii) the Board shall decide whether or not the Member is to be disciplined and the manner of discipline, which decision shall be final.

B. The membership in the Federation shall terminate upon the occurrence of any of the following events: (a) Member fails to meet Member's obligations set forth in Section III of this Agreement within thirty (30) days from the membership anniversary date; (b) voluntary resignation of Member; or (c) suspension or expulsion of the member by the Board in accordance with the terms of Section VIII(A) above.

### **Section 6 - Miscellaneous**

A. Entire Agreement; Binding Effect. This Agreement contains the entire agreement and understanding between the Federation and Member regarding the subject matter hereof and supersedes all prior agreements, understandings, and discussions between the parties with respect thereto. This Agreement is binding upon and inures for the sole benefit of the parties hereto, and their respective members, officers, directors, heirs, representatives, successors and permitted assigns, as applicable. This Agreement may be amended or modified only in a writing executed by both parties to this Agreement.

B. Notices. Any notice required hereunder shall be deemed to have been given if and when delivered by hand delivery or sent by sent by courier or U.S. certified mail, return receipt requested, with proper postage prepaid, addressed as follows, or as set forth in any notice of change of address previously given in writing by the addressee to the addressor:

If to the Federation: Montessori Inspired Lifestyle Worldwide Federation, Attn: Cameron J. Camp, Ph.D, 34194 Aurora Road #182, Solon, OH 44139.

If to Member: addressed to Member's address appearing on the signature page.

C. Non-Waiver. No term or provision of this Agreement may be deemed waived and no breach shall be deemed excused unless such waiver or consent is given in writing and signed by the party claimed to have waived or consented.

D. Assignment. This Agreement may not be assigned or transferred by Member to any other party without the prior written consent of Federation. This Agreement may be assigned by Federation to any parent, affiliate under common control with the Federation, a wholly-owned subsidiary of the Federation, or a successor entity.

E. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio without regard to conflicts of law principles. The parties hereto agree and voluntarily consent that courts located in Cuyahoga County, Ohio have the exclusive jurisdiction over disputes arising from this Agreement.

F. Severability. All provisions of this Agreement are intended to be severable. In the event any provision or restriction contained herein is held to be invalid or unenforceable in any respect, such finding shall not affect the validity or enforceability of all other provisions of this Agreement.

G. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

**INTENDING TO BE BOUND, the parties have executed or caused their duly authorized representatives to execute this Agreement.**