



AGREEMENT REGARDING MOVE BASIC PROVIDER TRAINING

This Agreement is entered into between MOVE International, a California nonprofit corporation, and the organization or person listed on the signature page ("Requesting Agency").

The parties agree as follows:

1. At the request of the Requesting Agency, MOVE International agrees to make arrangements for a MOVE International Trainer® to be available to provide training in the M.O.V.E. (Mobility Opportunities Via Education/Experience) Program, in accordance with protocols developed by MOVE International.

MOVE International Trainer: Julie Sues Delaney
Location of Training: Site: Shadow Hills High School
39-225 Jefferson Street
Indio, CA 92203

Dates of Training: Virtual April 2, 2022 day two in person April 9, 2022

Dates for Authorized Expense Reimbursement: April 9, 2022

Name of Requesting Agency's Coordinator: Verne Wuertz

2. MOVE International will provide the MOVE International Trainer with approved training materials and aids, along with one MOVE Profile Assessment per attendee and one Reference Manual.

3. A. Requesting Agency will pay MOVE International a training fee in the amount of \$3,400.00 for 25 or fewer persons attending the two – day Basic Provider training event. Any people attending over the 25 allotted will be an additional \$50.00 per person. Plus, any expenses incurred by the MOVE International Trainer in relationship to attending/conducting the training. (including, as applicable, automobile expenses, i.e., mileage for use of personal vehicle at current IRS rate, meals and lodging in connection with the training.) (Estimated trainer costs: \$600.00. Site will only be charged actual costs for one trainer.) Requesting Agency will pay all fees and expenses called for under this Agreement within 30 days of receipt of an invoice or other supporting documentation. An additional \$50.00 per person should be added on for additional attendees to estimate. TOTAL ESTIMATED COST OF A TRAINING IS: \$4000.00.

B. Requesting Agency will provide MOVE International with an estimate of the maximum number of persons expected to attend the training event no later than three weeks prior to the scheduled date of the training event. Requesting Agency agrees to pay MOVE International, at a minimum, the applicable fees for that number of persons as described in subparagraph A, regardless of whether fewer persons actually attend, plus the applicable fee, if any, for each person attending in excess of the estimated number. MOVE International will invoice Requesting Agency and Requesting Agency will pay MOVE International the applicable fees based upon the actual number of attendees.

4. In the event the training is canceled at Requesting Agency's request, Requesting Agency shall, if applicable, reimburse MOVE International for any cancellation fees or expenses already incurred for the training. In addition, if Requesting Agency cancels the training event within seven days of the event, \$500 of the training fee shall be considered nonrefundable and Requesting Agency will pay this amount to MOVE International.

5. At its own cost, Requesting Agency will furnish appropriate and adequate space to conduct the training event and accommodate interaction by the attendees, including audiovisual equipment, adequate seating, sound system, rest room facilities and refreshments. Requesting Agency designates the person named above to coordinate with MOVE International regarding necessary details, and to coordinate with the MOVE International Trainer regarding travel and lodging.

6. The parties agree that the MOVE International Trainer is an independent contractor or an employee of MOVE International.

7. Requesting Agency acknowledges that MOVE International makes no representation or warranty regarding the success or outcome of the application of the M.O.V.E. Program to any particular person. Requesting Agency acknowledges that the copyright to any materials presented by the MOVE International Trainer lies at all times with MOVE International, and Requesting Agency will not duplicate, publish, modify or publicly perform or display any such materials without the express written permission of MOVE International. In addition, Requesting Agency will not videotape, audiotape or otherwise record or broadcast the training event in any format, nor will it permit others attending the training event to do so, without the prior written permission of MOVE International.

8. Requesting Agency acknowledges the ownership or exclusive licensing by MOVE International of the following trademarks/service marks and the goodwill associated with them, and agrees that it will not utilize any of the marks without the express written permission of MOVE International and will do nothing inconsistent with MOVE International's ownership/licensing of the marks:

- A. MOVE®
- B. M.O.V.E. (Mobility Opportunities Via Education)®
- C. Top-Down Motor Milestone Test®
- D. MOVE International Trainer®
- E. 

9. In its discretion, MOVE International may permit Requesting Agency to utilize one or more of its trademarks or service marks in publicity concerning the training event. Any advertising materials bearing any such trademark or service mark, or making any reference or inference to MOVE International or its programs, must be submitted to and expressly approved in advance by MOVE International in writing.

10. A. Requesting Agency will hold harmless, defend and indemnify MOVE International from any and all claims, demands, lawsuits, penalties, liability, damages or expenses arising out of the training event which is the subject of this Agreement, except to the extent caused by the negligence of the MOVE International Trainer or MOVE International.

B. MOVE International will hold harmless, defend and indemnify Requesting Agency from any and all claims, demands or expenses arising from or as a result of injury to person or property caused by the negligence or willful misconduct of MOVE International, its employees, officers, agents or contractors in the performance of this Agreement.

11. This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the training event described. It supersedes any other agreements or understandings between the parties reached at the same time or prior to this Agreement. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly stated in this Agreement. The provisions of this Agreement may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

12. The rights and obligations of the parties and the interpretation and performance of this Agreement shall be governed by the laws of California, excluding its conflict of laws rules.

Print Name of
Requesting Agency: Desert Sands USD

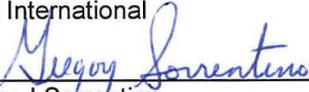
By: _____
Signature of Authorized Representative
Jordan Aquino, Assistant Superintendent
Business Services

Print Name of Authorized Representative
Dated: _____

Address:

Telephone Number:
E-mail:

MOVE International

By: 
Gregory J Sorrentino
President and CEO

Dated: 3/3/22

314 S. Manning Blvd
Albany, NY 12208
Telephone Number: 518-437-5685