



2021
Teen Mother Choices
International
Licensing Agreement



Core Values

- Jesus Christ is the founder and finisher of the faith on which TMCI is built. Therefore, any church or organization (“Licensee”), seeking training and consulting services from TMCI, understands that the ministry provided by the Licensee is an outreach ministry of Jesus Christ through His church. The Licensee’s ministry, based on Biblical Principles, understands that its staff, board members, and volunteers are committed to the Gospel of Jesus Christ and are willing to share it verbally and live it out through their actions. (“...but we were gentle among you, like a mother caring for her little children. We loved you so much that we were delighted to share with you not only the gospel of God but our lives as well because you had become so dear to us.” I Thessalonians 2:7-8)
- The Licensee agrees to TMCI’s Statement of Faith.
- The Licensee is committed to empowering teen mothers to become independent functioning members of society while giving their children the best possible life start by addressing their physical and spiritual needs.
- The Licensee utilizes the gifts and talents of God’s people through local churches to provide the many resources needed to help teen mothers become independent functioning members of society.
- The Licensee offers its services to teen mothers free of charge.
- The Licensee does not discriminate in providing services because of race, creed, color, or national origin of the teen mothers it serves.
- The Licensee otherwise upholds all of the principles and requirements outlined in the TMCI Licensee Agreement, TMCI’s Core Values, Statement of Licensee Principles and the TMCI’s Pledge to Teen Mothers



Pledge to Teen Mothers

- Teen mothers, between the ages of 13 – 23 years, are served without regard to race, income, nationality, religious affiliation, disability, or other arbitrary circumstances.
- Teen mothers will be treated as people created in the image of God and therefore deserve to be served with dignity and respect.
- Teen mothers are told from the beginning of their involvement with the ministry that this is a ministry based on biblical principles.
- Teen mothers are guaranteed that their files, whether they are presently involved in the ministry, or they have exited the ministry, are held in strict and absolute confidence. Releases and permissions are obtained appropriately. The information in teen mothers' files is only disclosed as required by law and when necessary to protect the teen mothers or others against imminent harm.
- Teen mothers will be guaranteed a safe environment where all volunteers and staff, who interact with the teen mothers, are properly screened and trained.
- Teen mothers are part of a ministry that complies with applicable legal and regulatory requirements regarding employment, fundraising, financial management, taxation, and public disclosure, including the filing of all applicable government reports, promptly.



Statement of Licensee Principles

- Staff and volunteers of the Licensee agree with the TMCI Statement of Faith and agree to act in accordance with the TMCI's Core Values fully.
- The Licensee is incorporated under the laws of the state or province in which it is located. The Licensee operates in an appropriate facility and following its articles of incorporation and bylaws, as well as all applicable regulatory and legal requirements.
- The Licensee commits to:
 - Abiding by the TMCI Licensing Agreement
 - The agreed-upon Annual Licensing Fee
 - Receiving Quarterly Updates from TMCI
- The Program Director agrees to participate:
 - In bi-weekly coaching meetings with the Training Coach
 - In periodic meetings with other TMC Program Directors
 - In ongoing training as provided by TMCI
 - By completing a Yearly Statistic Report
 - By using the online project management program of Basecamp
- The Licensee/Program Director uses this license in strict accordance with all requirements outlined in the TMCI Licensing Agreement.
- The TMCI Licensee/Program Director agree upon termination of this Agreement:
 - To immediately cease and desist from further use of any and all of the TMCI or the TMC Program's Trademarks and Materials
 - Dispose of or otherwise destroy all promotional, advertising, and other materials bearing or relating to TMCI or the TMC Program's Trademarks or Materials, including references on the Licensee's website and printed materials.
 - To refrain from using the name or history of Teen Mother Choices (TMC) in relation to newly created, or future, programs to teen moms or single mothers.
- Pursuant to the signing of the TMCI Licensing Agreement, the TMCI Licensee will use the name "Teen Mother Choices" for their program. The TMC Program logo will include the name of the church or the governing body holding the not-for-profit status. The logo must be used on any marketing materials including brochures, website, letterhead, Social Media, etc. and cannot be altered in any way.



Statement of Faith

- **WE BELIEVE** that the sixty-six canonical books of the Bible (as originally written) were inspired of God, hence free from error. They constitute the only infallible guide in faith and life.
- **WE BELIEVE** that there is one God, the Creator and Preserver of all things, infinite in being and perfection. He exists eternally in three Persons: The Father, the Son, and the Holy Spirit, who are one substance and equal in power and glory.
- **WE BELIEVE** that man, created in the image of God, through disobedience fell from his sinless state at the suggestion of Satan. This fall plunged man into a state of sin and spiritual death, and brought upon the entire race the sentence of eternal death. From this condition, man can be saved only by the grace of God, through faith, on the basis of the work of Christ, and by the agency of the Holy Spirit. God loves everyone equally, regardless of race, nationality, gender, or sexual orientation. He offers everyone the chance to be saved by accepting His grace and have a personal relationship with Him.
- **WE BELIEVE** that the eternally preexistent Son became incarnate without human father, having been conceived of the Holy Spirit and born of the Virgin Mary. Thus in the Lord Jesus Christ divine and human natures were united in one Person, both natures being whole, perfect and distinct. To effect salvation, He lived a sinless life and died on the cross as the sinner's substitute, shedding His blood for the remission of sins. On the third day, He rose from the dead in the body which had been laid in the tomb. He ascended to the right hand of the Father, where He performs the ministry of intercession. He shall come again, personally and visibly, to complete His saving work and to consummate the eternal plan of God.
- **WE BELIEVE** that the Holy Spirit is the third Person of the Triune God. He applies to man the work of Christ. By justification and adoption, man is given a right standing before God; by regeneration, sanctification and glorification, man's nature is renewed. He indwells the believer as comforter and guide and empowers him to walk in newness of life.
- **WE BELIEVE** that sex is a gift from God to be enjoyed within the marriage covenant; a relationship between one woman and one man. God has commanded abstinence from any form of sexually intimate activity outside of a marriage relationship. God created human beings male and female; therefore, we hold the distinction between the two sexes to be sacred.
- **WE BELIEVE** that every believer, having turned to God in repentance and faith in the Lord Jesus Christ, is accountable to God for living a life separated from sin and characterized by the fruit of the Spirit and also that it is every Christian's privilege and responsibility to do that work of God in the world.
- **WE BELIEVE** that at the end of the age, the dead shall be bodily raised. The righteous shall enter into full possession of eternal bliss in the presence of God, and the wicked shall be condemned to eternal death.



Lifestyle Statement

Within the framework of Christian faith and philosophy, Teen Mother Choices International (TMCI) is committed to training and equipping people to serve teen mothers and their children through the use of the Teen Mother Choices (TMC) Program. Upon committing to this program, the over-seeing governing body becomes a TMCI Licensee with oversight by TMCI. Through the use of our name, materials and ministry partnership, each TMCI Licensee is linked not only to TMCI as the overseeing body but also to all TMCI Licensees domestically and internationally. Due to this interconnectedness, TMCI determined that all people associated with the TMC Program be required to commit to TMCI's Lifestyle Statement.

Therefore, TMCI seeks to establish persons who subscribe to its mission and whose personal lives reflect:

A commitment and calling to Jesus Christ; demonstrated by living a life worthy of this call through our actions, words, accountability, and responsibility toward self and others. *Eph. 4: 1-3*

- We are to reflect our Lord Jesus in thought, word, and deed; to submit to his lordship fully and freely.

A commitment to love one another; demonstrated by the high regard we hold for all people.

John 13

- We are compelled to live in such a way that all will see and experience God's love through us. We, as followers of Jesus, are called to be holy, blameless, and above reproach. How we treat one another, speak to one another, and present ourselves is the expression of our spiritual life and love.

A commitment to integrity; to the balance of grace and truth in all situations. *Ps. 86:11, Ps. 89:14*

- As a TMC Program Director, your life will be carefully scrutinized by those around you, including the teen mothers you are serving, your volunteers, mentors, board members, donors, social media followers...the world. The choices you make are crucial for life and ministry.
- Through his completed work, Jesus has "now reconciled in his body of flesh by his death, in order to **present you holy and blameless and above reproach before him**, if indeed you continue in the faith, stable and steadfast, not shifting from the hope of the gospel that you heard, which has been proclaimed in all creation under heaven..." *Colossians 1:22-23*
- It is each person's choice to live by the power of the Holy Spirit or by the flesh.
- Jesus warned his disciples that it is what is inside a person's heart that defiles them.

As brothers and sisters in Christ, it is our responsibility to hold each other accountable to live lives worthy of the call. If we observe attitudes of jealousy, pride, deceit, (etc.) being demonstrated in a fellow believers' life, it falls to us to approach them with grace and truth. Our prayer is that once behaviors unbecoming of a follower of Jesus are identified, repentance will occur, and the relationship restored. If the person refuses to acknowledge the behavior and take action to change, steps will be taken to protect the integrity of TMCI and its Licensees.



Agreement

Please have the **Program Director** initial each statement indicating her approval and will comply with the TMC Agreement.

_____ I agree with and will abide by TMC's Core Values.

_____ I agree with and will abide by TMC's Pledge to Teen Mothers.

_____ I agree with and will abide by TMC's Statement of Licensee Principles.

_____ I agree with will abide by TMC's Statement of Faith.

_____ I agree with will abide by TMC's Lifestyle Statement.

_____ I agree with and accept the terms of the TMC Licensing Agreement.

_____ I agree to complete the TMC Training Process in its entirety with the assistance and guidance of my Training Coach.

_____ I agree to attend bi-weekly "Check-In" appointments with my Training Coach during the LifeSkills Workshop year and to contact her on an "as-needed basis" when challenging situations arise.

_____ I agree to maintain an active presence on Basecamp.

_____ I understand that all content associated with the TMC Training Process is copyright material and cannot be used outside of the Teen Mother Choices Program. Therefore, I also understand that I will forfeit the use of all materials upon the termination of my TMC License.

_____ I understand that I will be charged an Annual Licensing Fee upon completion of the first full LifeSkills Workshop year and every year thereafter.

Name of Licensing Organization

Signature of Licensing Organization Representative

Date

Signature of Program Director

Date



Licensing Agreement

This LICENSING AGREEMENT (the "Licensing Agreement") is made and entered into this ___ day of ____, 2021 (the "Effective Date"), by and between TEEN MOTHER CHOICES INTERNATIONAL, an Illinois not for profit corporation, and _____, a **501(c)3 organization** ("LICENSEE"). (TEEN MOTHER CHOICES INTERNATIONAL and LICENSEE may each be referred to individually as a "Party" and collectively as the "Parties").

1. Definitions

- A. "**Community**" means the specific population (teen moms) and geographic territory the Licensee is permitted to provide TMC Program services.
- B. "**Licensee**" means the governing body holding the tax-exempt status (501 (c) 3) under which the Program Director serves.
- C. "**Materials**" means works prepared or produced by or at the direction of TEEN MOTHER CHOICES INTERNATIONAL related to its program for providing support, assistance, and counseling to teenage mothers (the "TMC Program"), including all training materials, brochures, website content, the TMCI Training Process Documentation (defined below), and marketing materials.
- D. "**Program Director**" means any individual employed by or under direction of LICENSEE who completes the TMCI Training Process, as described in the TMCI Training Process Documentation.
- E. "**TMCI Training Coach**" means the TEEN MOTHER CHOICES INTERNATIONAL employee assigned to LICENSEE during the "Feasibility Study" stage of the TMCI training process, and continues to partner during their tenure with TMCI, as set forth in the TMCI Training Process Documentation.
- F. "**TMCI Training Process Documentation**" means the documentation to assist LICENSEE with finding its vision for serving teen mothers, including the Readiness Survey, Feasibility Study, and Licensee Director Manual.
- G. "**Trademarks**" means the TEEN MOTHER CHOICES INTERNATIONAL word mark, the use of the program name "Teen Mother Choices", TMC Program, logo, TMC and TMCI acronyms, and any other marks that identify the TMC Program or TEEN MOTHER CHOICES INTERNATIONAL.

NOW THEREFORE, in consideration of the License Fee (set forth in the TMCI Training Process Documentation) and the mutual covenants and obligations contained herein, and for other good and valuable consideration, the receipt of which is acknowledged, the Parties agree as follows:

2. Grant of License

- A. **Copyrights.** TEEN MOTHER CHOICES INTERNATIONAL hereby grants to LICENSEE a non-exclusive, non-transferable, limited license, without right to sublicense, to:

(i) reproduce copies of the Materials for the purposes of conducting classes, courses or seminars in the Community;

(ii) reproduce copies of the Materials in connection with providing support and counseling services to teenage mothers and their families in the Community;

(iii) distribute copies of the Materials in connection with such classes, courses, seminars, or services; and

(iv) publicly perform or display the Materials in connection with such classes, courses, seminars, or services.

All such use of the Materials by LICENSEE must be consistent with TMCI's Core Values, TMCI's Pledge to Teen Mother, TMCI's Statement of Licensee Principles, and TMCI's Statement of Faith.

B. Trademarks. TEEN MOTHER CHOICES INTERNATIONAL hereby grants to LICENSEE a non-exclusive, non-transferable, limited license, without right to sublicense, to use the Trademarks in connection with the TMC Program in the Community. All such use of the Trademarks by LICENSEE must be consistent with TMCI's Core Values, TMCI's Pledge to Teen Mother, TMCI's Statement of Licensee Principles, and TMCI's Statement of Faith.

C. No Other Rights. Nothing in this Agreement shall give Licensee any right, title or interest in the Trademarks or the Materials, other than the license rights granted herein.

3. Ownership

A. LICENSEE acknowledges that TEEN MOTHER CHOICES INTERNATIONAL is the owner of all rights, title, and interest in and to the Trademarks and the Materials. LICENSEE acknowledges that all use of the Trademarks by LICENSEE shall inure to the benefit of TEEN MOTHER CHOICES INTERNATIONAL. LICENSEE agrees that all goodwill and any rights arising from the use of the Trademarks by LICENSEE shall solely belong to TEEN MOTHER CHOICES INTERNATIONAL.

B. LICENSEE shall never (a) seek to register, anywhere in the world, any of the Trademarks or any marks confusingly similar thereto ("Related Marks"), (b) contest or dispute TEEN MOTHER CHOICES INTERNATIONAL ownership of or rights in the Trademarks or Materials, (c) oppose TEEN MOTHER CHOICES INTERNATIONAL's application(s) or registration(s) for the Trademarks or any Related Marks in any jurisdiction, or (d) make any claim or take any action adverse to TEEN MOTHER CHOICES INTERNATIONAL's ownership of or rights in the Trademarks or Materials.

C. LICENSEE may not develop or use any Related Marks without the prior review and written approval of TEEN MOTHER CHOICES INTERNATIONAL. All Related Marks approved by TEEN MOTHER CHOICES INTERNATIONAL for use by LICENSEE shall be subject to the terms and conditions of this Agreement, as if they were one of the Trademarks.

D. Licensee shall not make any addition, alteration, or change to the Materials without TEEN MOTHER CHOICES INTERNATIONAL's prior written approval, which may be granted or denied at TEEN

MOTHER CHOICES INTERNATIONAL's sole discretion. TEEN MOTHER CHOICES INTERNATIONAL shall be the owner of all right, title, and interest in and to any addition, alteration, or change to the Materials that Licensee may make, and Licensee agrees to sign any documents to confirm ownership by TEEN MOTHER CHOICES INTERNATIONAL.

E. LICENSEE agrees to notify TEEN MOTHER CHOICES INTERNATIONAL promptly if LICENSEE has knowledge of: any use of, or any application or registration for, a trademark or service mark that conflicts with any of the Trademarks ; any act of infringement or unfair competition involving the Trademarks or the Materials; or any claim or action, whether or not made in a lawsuit, that the use of the Trademarks or Materials by TEEN MOTHER CHOICES INTERNATIONAL or LICENSEE infringes the rights of any other person or entity.

E. LICENSEE shall cooperate with TEEN MOTHER CHOICES INTERNATIONAL in obtaining registrations of, maintaining, renewing and protecting the Trademarks, which shall include supplying evidence of use, and complying with the requests of TEEN MOTHER CHOICES INTERNATIONAL's trademark attorneys.

F. If an action for infringement of the rights licensed in this Agreement is brought, each Party shall execute all papers, testify on all matters, and otherwise cooperate in every way necessary and desirable for the prosecution of any such lawsuit.

4. Term of the Agreement This Agreement, except as otherwise provided, shall be in full force and effect commencing on the Effective Date and shall be renewable on a yearly basis (the "Term") from the Effective Date pending payment of the License Fee by LICENSEE.

5. No Transfer of Right, Title, or Interest By this Agreement, TEEN MOTHER CHOICES INTERNATIONAL does not transfer any right, title, or interest in the Materials or the Trademarks to Licensee, except the right to use the Materials or Trademarks under the terms and subject to the conditions of this Agreement.

6. Quality Control

A. LICENSEE acknowledges and agrees that the nature and quality of all goods and services offered in connection with the Trademarks and Materials are subject to the control of TEEN MOTHER CHOICES INTERNATIONAL.

B. LICENSEE's use of the Trademarks shall be at all times of high quality, consistent with the reputation, image and prestige of TEEN MOTHER CHOICES INTERNATIONAL.

C. LICENSEE's use of the Trademarks shall be subject to TEEN MOTHER CHOICES INTERNATIONAL's inspection, review and approval, and the operations conducted in connection with the Trademarks shall comply with all applicable laws, regulations and licensing standards.

D. LICENSEE shall not conduct its business in the Community in any way that would adversely affect the goodwill associated with the Trademarks.

E. LICENSEE shall immediately report to TEEN MOTHER CHOICES INTERNATIONAL in writing concerning any material event that LICENSEE is required to report to any regulatory agency of any jurisdiction to which LICENSEE is subject, and TEEN MOTHER CHOICES INTERNATIONAL shall have the right to terminate this Agreement immediately should TEEN MOTHER CHOICES INTERNATIONAL determine, in its sole discretion, that such event constitutes a material breach of LICENSEE's obligations under Section 7 of this Agreement.

F. LICENSEE acknowledges and agrees that TEEN MOTHER CHOICES INTERNATIONAL in its sole discretion may establish and enforce all policies and guidelines for services offered by LICENSEE in connection with the Trademarks, and that LICENSEE's use of the Trademarks is and shall at all times be subject to LICENSEE's compliance with such policies and guidelines, including but not limited to TMCI's

Core Values, TMCI's Pledge to Teen Mother, TMCI's Statement of Licensee Principles, and TMCI's Statement of Faith.

H. LICENSEE's obligations under this Section 7 will survive termination of this Agreement.

7. Indemnification TEEN MOTHER CHOICES INTERNATIONAL shall have no liability arising out of or in connection with any third party claim related to LICENSEE's use of the Trademarks or Materials in contravention of this Agreement. LICENSEE agrees to indemnify and hold harmless TEEN MOTHER CHOICES INTERNATIONAL from any and all harm, claims or liability resulting from any act or omission of LICENSEE in contravention of this Agreement.

8. Termination

A. This Agreement may be terminated immediately by TEEN MOTHER CHOICES INTERNATIONAL, such termination being immediately effective upon receipt by LICENSEE of a notice of termination from TEEN MOTHER CHOICES INTERNATIONAL if:

(i) LICENSEE's Trained Director leaves the employ of LICENSEE, and a new candidate for a new Trained Director is not enrolled in the TMCI Training Process as set forth in the TMCI Training Process Documentation within three (3) months;

(ii) LICENSEE fails to pay the Licensee Renewal Fee;

(iii) LICENSEE becomes disassociated from TEEN MOTHER CHOICES INTERNATIONAL; or

(iv) LICENSEE ceases its business operations.

- B. Upon termination of this Agreement, LICENSEE shall immediately cease and desist from any and all further use of the Trademarks and Materials and dispose of or otherwise destroy all promotional, advertising and other materials bearing or relating to the Trademarks or Materials, including references on LICENSEE's website and printed materials. LICENSEE will refrain from using the name or history of Teen Mother Choices (TMC) in relation to newly created, or future, programs to teen moms or single mothers.

C. The exercise of the right of termination by TEEN MOTHER CHOICES INTERNATIONAL will be without prejudice to the right to seek injunctive or monetary relief for the breach of any of the provisions of this Agreement, or to enforce any other right which arose prior to termination.

9. General

A. Relationship Between the Parties. Nothing contained in this Agreement shall be construed as creating a joint venture, partnership, or employment relationship between the Parties. Neither Party shall have the right, power, or authority to create any obligation or duty, express or implied, on behalf of the other.

B. Assignment. This Agreement may not be assigned by Licensee without prior written consent from TEEN MOTHER CHOICES INTERNATIONAL. TEEN MOTHER CHOICES INTERNATIONAL may assign any and all of its rights under this Agreement without LICENSEE's consent.

C. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and for such purpose be deemed to have been fully executed and performed within that state. Any dispute or controversy arising out of or relating to this Agreement shall be conducted in the federal or state courts of the State of Illinois.

D. Entire Agreement. The Parties acknowledge that they have read this entire Agreement, that this Agreement constitutes the entire agreement between the Parties relating to the use of the Materials by LICENSEE, and that this Agreement supersedes all prior agreements, whether oral or written,

between the Parties related to the Materials and the Trademarks. This Agreement may only be modified or amended in a writing signed by both of the Parties.

E. Severability. Should any provision of this Agreement in any way violate any law, such provision shall be deemed deleted, but the remainder of this Agreement shall remain in full force and effect.

F. Further Assurances. The parties agree to execute such further or other documents and assurances and do such other acts as may, from time to time, be required or deemed useful in order to give effect to the provisions of this Agreement.

10. Representation on Authority of Parties/Signatories Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

* * *

IN WITNESS WHEREOF, the Parties have executed this Licensing Agreement as of the date first written above.

TEEN MOTHER CHOICES INTERNATIONAL

By: _____
TMCi Representative Name TMCi Representative Signature

Date: _____

LICENSEE/PROGRAM DIRECTOR:

Name of Licensing Organization: _____

Signature of Licensing Organization Representative: _____

Date: _____

Name of Program Director: _____

Signature of Program Director: _____

Date: _____