

Intellectual Property Ownership Agreement

This agreement (the “**Agreement**”) is made by and between the Child Care Training Consultants, LLC (“**Party A**”) and _____ (“**Party B**”) whereby the parties agree to comply with provisions governing matters in connection with the intellectual property ownership of _____, as jointly researched and developed by the parties. WHEREAS

Each of the parties hereto, bearing relevant costs respectively for the period commencing from [DATE] and ending on [DATE], jointly researched and developed _____ (hereinafter the “**Cooperation**”).

NOW THEREFORE, with respect to ownership of intellectual property and distribution of profits arising therefrom, the parties hereto hereby agree as follows:

Ownership of Intellectual Property

Any and all results/inventions from research and development in connection with the Cooperation hereof, including but not limited to intellectual property rights such as technical information, know-how, patent application right, patent right, copyright and trade secrets, etc. (the “**IP Rights**”) shall be jointly owned by Party A and Party B.

Either party hereto may apply for intellectual property registration or recording of the IP Rights hereunder, provided that such application shall be notified to the other party within thirty (30) days prior to the date of actual application; upon receiving the foregoing notification, the receiving party is required to provide required documents and execute relevant documents in cooperation with the application.

Either party hereto shall provide a copy of relevant documents relating to the application for registration or recording of patent or other intellectual property rights to the other party. The other party is entitled to examine and copy all such relevant documents.

Any fees incurred in connection with the registration, application or maintenance of the IP Rights shall be borne by Party A and Party B based on a ___% to ___% ratio.

Upon application for recordation or registration of the IP Rights co-owned pursuant to Subsection 1 above, in the event either party fails to respond or convey unwillingness to share the costs in writing within twenty (20) days of receiving the other party’s written notification, it shall be deemed to have waived the co-ownership right and shall bear the obligation of providing requisite documents for waiver of such right and executing relevant documents to effect such waiver. The other party shall bear all costs and be the sole owner of all the rights. The foregoing shall apply mutatis mutandis to any

party that fails to bear the costs arising from maintenance or preservation of the IP Rights hereunder as provided in the preceding section within three (3) months of demand for cure by the other party after application for recordation or registration of the IP Rights.

Except sole ownership of the rights by either party hereto as provided in the preceding section, neither party shall lease or transfer or license all or any part of the IP Rights to any third party without the consent of the other party.

Publication of Dissertation

The order of the names of the first or corresponding authors to be listed in the publication of the result from research and development in connection with the Cooperation shall be agreed and determined by the parties hereto.

Prior to publication or application of patent, the parties agree to jointly maintain in strict confidence laboratory/experiment information and research materials.

If a party intends to publish laboratory/experiment information, research materials or research and development summary or dissertation contemplated herein, such a party shall, prior to publication, provide thirty (30) days as examination period for the other party to verify whether the contents of such dissertation or information to be disclosed should be kept confidential. In order to protect the IP Rights or any patent deriving therefrom, such other party may request in writing to extend the thirty (30)-day examination period. In the event that such other party, after such examination, provides reasonable cause indicating that the research and development outcome, laboratory/experiment information or research material should not be disclosed, the other party shall cooperate with maintaining such information as confidential and shall not publish the same; provided, however, the parties hereto shall complete patent application or undertake other protective measures to preserve the IP Rights as soon as practicable so that the research and development result, laboratory/experiment information or research materials may be published as soon as possible thereafter.

Distribution of Profits

The total income after deducting costs as derived from the IP Rights shall be distributed ___% to Party A and ___% to Party B. Said distribution ratio may be adjusted upon written agreement by the parties.

Where the IP Rights are solely owned by one party pursuant to Section 5, Article II. herein, the total income derived therefrom shall be owned by such party.

Confidentiality

Except with the other party's consent, neither party hereto shall disclose or reveal, directly or indirectly, any research results related to the Cooperation, including but not limited to any

statistics, information and materials; provided, however, that the foregoing shall not apply where any such information is publicly known or available prior to disclosure, or disclosure of which is required by law, regulation or court order.

Termination

Except for provisions hereunder subject to termination or amendment in whole or in part as agreed to by the parties in writing, this Agreement shall continue to be in effect perpetually.

Upon mutual termination of this Agreement, the parties hereto shall detail and agree in writing to govern the treatment of the IP Rights, products of research and development and other work results, whether completed or ongoing.

Dispute Resolution

In the event of any dispute in connection with this Agreement, the parties hereto shall negotiate and resolve such dispute under principles of good faith and honesty. Where the parties fail to resolve the dispute by negotiation, they may submit to arbitration or legal proceeding.

Notices

The parties hereto agree that the persons listed below shall be the contact persons for this Agreement. All relevant notices or communications to be delivered to such contact persons hereunder shall be deemed delivered to the parties:

Party A Contact Person: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Party B Contact Person: _____

Address: _____

Telephone: _____

Fax: _____

E-mail: _____

Any change in the contact persons of the parties shall be communicated to the other party in writing and shall be effective __ days from issuance thereof.

Jurisdiction

The parties hereto agree that in the event of any dispute arising from or in connection with this Agreement, they shall submit to the jurisdiction of the Nevada District Court as court of first instance.

Original Copies

This Agreement may be executed by the authorized representatives of the parties hereto in ___ original copies, with Party A holding two (2) original copies and Party B holding ___ one original copy.

Amendment

Any unspecified matters may be amended upon agreement in writing by the parties hereto.

Parties to the Agreement:

Party A: Child Care Training Consultants, LLC

_____ (signature)
Representative: President/Theresa Vadala

Address:

Party B:

_____ (signature)

Representative:

Address: