



The Uniquely Abled Academy® Replication Guide

Element 10 - Provide Funding

Exhibit 10.1 - UAA Licensing Agreement (Summary)

Publication Date: July 23, 2023

This document summarizes the main aspects of the UAA Licensing Agreement. Only the UAA Licensing Agreement constitutes the legal agreement.

(This Summary is not a legal agreement)

1. License Grant. Subject to the terms of this Agreement (including without limitation, any termination thereof), Licensors hereby grants (the “License Grant”) to Client a royalty-free, perpetual, fully paid up, non-exclusive (other than as set forth below), non-transferable, non-sublicenseable license to use the registered trademarks of Licensors set forth on Schedule 1
2. Client shall use its best efforts to establish and operate a Uniquely Abled Academy according to the guidelines in the Uniquely Abled Academy Replication Guide and encourage the job developers involved with the UAA to view the Job Developer Workshop videos.
3. Client agrees that that in respect of each Uniquely Abled Academy cohort, Client shall furnish to the Licensors high level statistics in respect of the operation of the Uniquely Abled Academy, specifically, the number of students enrolled, the number of students graduated, the number of graduates employed, and the job retention rate of the graduates, in such manner and at such times as reasonably requested by Licensors; and
4. License Fee; Expenses. In exchange for the License Grant, Client shall pay to Licensors a one-time fee of \$10,000.
5. Services. For no additional consideration, Licensors shall provide to Client, the services, information, and documents set forth on Exhibit A hereto (the “**Services**”).



SCHEDULE 1

LIST OF MARKS

1. The Uniquely Abled Academy at <School Name>
2. The UAA at < School Name >



3.



4.

The Uniquely Abled Project™



EXHIBIT A

Services

- Providing access to Resources for Uniquely Abled Academies available on the UAP website, including the files of the Uniquely Abled Academy Replication Guide and the Time To Shine Job Readiness Curriculum. Client agrees that these documents are proprietary to Licensor.
- Consulting regarding forming and managing a UAA Project Team. Licensor will attend (in person or virtually) a Formation Team meeting, the first meeting of the UAA Project Team, and other UAA Project Team meetings as needed.
- Consulting regarding establishing and maintaining a Uniquely Abled Academy. The Licensor will guide the UAA Project Team through the processes described in the Uniquely Abled Academy Replication Guide.
- The Licensor will be reasonably available to address questions and give advice on the operation of the Uniquely Abled Academy and related services.
- The Licensor will include the Client's Uniquely Abled Academy on the Licensor's website, social media platforms, and other promotional materials.
- The Licensor shall make available to Client various materials developed by the Licensor that are helpful to the Client in operating the Client's Uniquely Abled Academy.