

**THE MUSSAR INSTITUTE, INC.**  
License Agreement for  
You Shall be Holy  
*a Community Mussar Program*

This License Agreement (this "Agreement") confirms the terms and conditions under which The Mussar Institute ("TMI") agrees to license YOU SHALL BE HOLY *a Community Mussar Program* (the "Program") to \_\_\_\_\_ (the "Congregation") as of \_\_\_\_\_, \_\_\_\_, 201\_\_ (the "Effective Date").

1. TMI hereby grants to the Congregation the right and license to use the Program and the related curriculum, lesson plans, facilitator guides, advertising materials, facilitator training material, sermon prompts, and evaluation materials (collectively, the "Program Materials") for the benefit of the members and staff of the Congregation as of the Effective Date for a period of one year commencing on the Effective Date (the "Term"), and continuing from year-to-year upon the payment of \$180 per year.

2. The Congregation agrees to pay for the license (the "Fee"), which is comprised of two parts: (1) \$350 for the first year and \$180 for subsequent years; and (2) \$90 per participant in a learning group(s) ("Va'ad(im)"), payable within fifteen days of the Effective Date. The Fees are non-refundable regardless of the circumstances, except for a breach of this Agreement by TMI.

3. The Congregation will designate a person (the "Representative") to manage the Program and coordinate with TMI, and TMI will provide the Representative with appropriate orientation. The Representative will form the *Va'ad(im)* and will designate the person(s) (the "Facilitator(s) to manage and facilitate the *Va'ad(im)*. TMI will provide the Facilitator(s) with appropriate training. Each *Va'ad* shall have no less than six or more than fourteen participants and no participants may be added after the first session without the prior approval of TMI; however, a new or

additional *Va'ad* may be added during the Term so long as it ends by the close of the Term and the \$90 per person fee is paid by the Congregation to TMI. The Congregation shall not offer the

Program to its members until the Representative shall have received orientation and at least one

Facilitator shall have been trained by TMI. No *Va'ad* may commence, and no Program Materials will be provided to the Congregation, until both parts of the Fee shall have been paid to TMI.

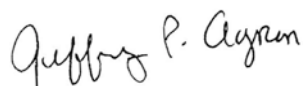
Program Materials may not be modified, nor shared outside the *Va'ad(s)*, without the approval of TMI, except for those elements which are meant to be shared with the entire Congregation, such as sermon prompts.

4. The Congregation recognizes that TMI owns the names and content of the Program and Program Materials, and that the Congregation has and will have no rights in the Program and Program Materials other than are specifically granted in this Agreement, and that the Congregation's rights expire in their entirety upon the completion of the Term.
5. The Congregation understands that TMI will continue to license the Program and related programs to other congregations and other institutions, and to engage in a wide variety of activities that may overlap with the Program, and that the Congregation has and will have no right to transfer, develop or exploit the Program and the Program Materials.
6. The Congregation may terminate this Agreement if TMI fails for thirty days after notice from the Congregation to furnish scheduled training or Program Materials. In such event, TMI will refund all monies paid by the Congregation. TMI may terminate this Agreement if the Congregation fails (a) for ten days after notice from TMI to pay the Fee in full, or (b) for thirty days after notice from TMI to observe any of the terms and conditions of this Agreement. Promptly upon any termination, the Congregation shall return all Program Materials to TMI. Promptly upon termination by Congregation, TMI shall return the Fee (prorated if *Va'ad(im)* have commenced). This Agreement may not be assigned for payment or performance by either TMI or the Congregation and shall be governed and construed under the laws applicable to matters occurring entirely within the State of New York.
7. If the Congregation cancels for any reason other than a breach of agreement as specified in Paragraph 6 above, there shall be no refund of any fees paid to TMI. If an individual student of the Congregation withdraws prior to the second *va'ad* / group meeting, the student will receive a refund of all fees paid. After the second *va'ad*, there shall be no refunds. Students joining late

must pay the full fee per student of \$90, and there shall be no proration of fees.

8. TMI and the Congregation, intending to be legally bound, and mutually dedicated to enriching the understanding and application of Jewish values in the world, have executed this Agreement by their duly authorized representatives.

The Mussar Institute



By: \_\_\_\_\_

Print name: Jeffrey Agron,

Director of Administration

Name of Congregation:

\_\_\_\_\_

By \_\_\_\_\_

Print Name:

Title:

Date:

: