

**Purpose U Coaching Certificate Agreement**

THIS COACHING CERTIFICATE AGREEMENT (“Agreement”) by and among [ \_\_\_\_\_ ], (“Licensee”), the undersigned faculty member (“Certified Coach”), and Drakeford, Scott, & Associates, LLC, a North Carolina limited liability company with its affiliate Purpose University (together, “DSA” and “Licensor”) is effective as of date signed and shall remain in effect one year from signed. This Agreement does not become a binding contract until signed by both parties. Use of this Agreement will be in compliance with state laws.

CERTIFIED COACH LICENSE: This agreement serves as fair warning that all material in the PurposeU Curriculum© is copyright protected. Certified Coach and Licensee agree to only teach the PurposeU Curriculum while maintaining an individual license to teach the material and/or as an employee of an institution which holds an active license from Licensor. The parameters of what is permissible in this Agreement are that the Certified Coach can teach the PurposeU Curriculum. It is important that each student receives the standardized core content of the training, so the Licensee and Certificate Coach will not add/subtract content.

CONFIDENTIALITY & COPYRIGHTS ASSIGNMENTS: The parties acknowledges that they may be given access to or acquire information which is confidential in nature. Licensor, Licensee, and each Certified Coach agrees to hold any “trade secrets”, course materials, or other sensitive information (“Confidential Information”) in confidence and not to disclose such information to third parties or to use such information for any purpose other than providing the services outlined in this agreement. Any violation of this section shall constitute a material breach of this Agreement. Licensee and Certified Coach further agree not to make copies of such Confidential Information except as authorized by DSA and shall not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Confidential Information. In consideration for your license with DSA, and disclosure of Confidential Information and course materials, Licensee and Certified Coach agree that: (1) on the end of your association with DSA, you will promptly return all Confidential Information and all copies, extracts, and other objects or items in which it may be contained or embodied; (2) they will promptly notify DSA of any unauthorized release of Confidential Information within their control; (3) they agree to follow DSA’s strict policy that employees and interns must not disclose, either directly or indirectly, any information, including any of the terms of this letter, regarding compensation to any person, including other employees and interns of DSA; provided, however, that you may discuss the terms of this letter with members of your immediate family and any legal, tax or accounting specialists who provide legal, tax or accounting advice; and (4) they understand and agree that any breach of the provisions in this section could cause DSA to suffer irreparable harm and no adequate remedy at law would be available in respect thereof. Accordingly, upon any such breach, DSA shall be entitled to seek equitable relief, as well as such further relief as may be granted by a court of competent jurisdiction.

CONTROLLING LAW: This Agreement shall be construed in accordance with the laws of the State of North Carolina. To confirm your acceptance of this offer, please sign this document. If this document is not signed and received the offer will be considered retracted. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below.

**CERTIFIED COACH**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: \_\_\_\_\_

**DRAKEFORD, SCOTT, & ASSOCIATES, LLC**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Name: Derrick Drakeford, Ph.D.  
Title: Chief Executive Officer