



2ND CHANCE UNIVERSITY

EVIDENCE BASED * REDUCE RECIDIVISM TOGETHER * THE RIGHT PATH

Every Hope is Worth Saving



2ndChanceUniversity.org

407-878-0474

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User Licensing Agreement

This License Agreement is made on May 21st, by and between **2nd Chance University (Owner)** and **Williamson County Juvenile Justice (User)**.

The Parties agree as follows:

- 1. License.** Owner hereby grants to User an exclusive license to use the following items:
 - Williamson County Juvenile Justice / Alt. to Incarceration
- 2. Consideration.** As consideration for the license granted and described in this agreement, User shall pay to Owner at discounted fees:
 - 35 participants at a discounted rate of \$100 per participant, discounted rate equating to \$3,500 applicable through 2021.
 - Participant discount of 66% applicable throughout 2021 and will not be applicable after year's end and will revert to individual participant rate of \$300 as of January 01, 2022).
 - 5 case manager/administrator usage at \$250 per, equating to \$1,250.
 - Total payment amount: \$4,750
- 3. Package Inclusion:**
 - Student:
 - Student courseware access for up to 12 months upon registration
 - Case Manager and Administration Staff (supplied by User):
 - Incoming (new) users will be registered by 2nd Chance University; list provided by user. List must include student name and active email address
 - Training and continued assistance provided by 2nd Chance University
 - Access to review and respond to students' progress
 - Access to the following reports performed/provided by 2nd Chance University:
 - Weekly, Monthly, Quarterly, Annual reports include:
 - Active users / Users at risk / Users who have not enrolled for over 2 months
 - Student status / progress
 - CHE Quotient presented upon student graduation
- 4. Ownership.** User agrees 2nd Chance University is and will remain the sole and exclusive owner of all right, title, interest, and copies of the Licensed material.

* Additional considerations include...

- No Waiver of Sovereign Immunity or Powers: Nothing in this license agreement will be deemed to constitute a waiver of sovereign immunity or powers of licensee or Williamson County.

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- Termination for Convenience: This agreement may be terminated at any time at the option of licensee, without future or prospective liability upon giving thirty (30) days written notice thereof. In the event of termination under this provision, licensee will only be liable for its pro rata share of services rendered and goods actually received.
- Texas Prompt Payment Act Compliance: Payment for goods and services shall be governed by Chapter 2251 of the Texas Government Code. An invoice shall be deemed overdue the 31st day after the later of (1) the date licensee receives the goods under the license agreement; (2) the date the performance of the service under the license agreement is completed; or (3) the date the Williamson County Auditor receives an invoice for the goods or services. Interest charges for any overdue payments shall be paid by licensee in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of licensee's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday.
- Mediation: The parties agree to use mediation for dispute resolution prior to and formal legal action being taken on this license agreement.
- Venue and Governing Law: Venue of this license agreement shall be Williamson County, Texas, and the law of the State of Texas shall govern.
- Right to Audit: Owner agrees that licensee or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Owner which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Owner agrees that licensee shall have access during normal working hours to all necessary Owner facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. licensee shall give Owner reasonable advance notice of intended audits.

The parties have entered into this Agreement as of the Effective Date: _____



Danny Huffman
President, 2nd Chance University

Date Signed: 5-20-21

Judge Bill Gravell
Williamson County

Date Signed: _____