



The Virtual Dementia Tour®

Agreement Terms & Conditions of Use

1. The Virtual Dementia Tour (VDT®) is a registered mark and contains the intellectual property of SWD, and is covered under U.S. Patent No. 8,388,347, which includes the components, elements, and functions of the VDT. It is the intellectual property of SWD and should be regarded as such.
2. The VDT components may not be reproduced with the exception of the forms - which may be reproduced for participant use. VDT glasses, gloves, shoe inserts, confusion CDs and SD cards, DVDs, videos and online media may not be reproduced, replaced with substitutes or modified in any manner. Additional or replacement VDT components may be purchased directly from SWD. Any future improvements/enhancements of program components or materials must be upgraded at the Company's expense.
3. Any and all reference to the VDT must credit Second Wind Dreams and P.K. Beville, PhD, as author and creator.
4. The VDT must be conducted according to the guidelines in the VDT manual.
5. Any organization conducting the VDT for staff, families, and the community must go through the process of obtaining a unique (registered through a serial number) VDT Comprehensive Program. **One program used by multiple offices and/or locations is NOT permitted.** Each office of Company, or any affiliate, must have its own VDT Program.
6. The person(s) responsible for conducting the VDT must be a VDT facilitator trained by a VDT Certified Trainer (VDT-CT). Every facilitator is required to attend a 6-hour in-person or online training conducted by a VDT-CT. Only a VDT facilitator is authorized to conduct the VDT for Company. The VDT facilitator is not authorized to train other facilitators. Should a facilitator's employment be terminated, the new responsible party for conducting the VDT must have VDT facilitator training prior to conducting the VDT.
7. Company may NOT conduct the VDT under the following circumstances (a VDT-CT is required to conduct the Tour):
 - a. At conventions or conferences;
 - b. At hospitals, colleges/universities, or large corporations;
 - c. If facilitator has not received training.
8. Company or its employees may not charge a fee to conduct this program.

9. SWD must approve the information to be submitted for a grant in advance if company considers writing a grant to include the use of the VDT. Any research projects utilizing the VDT must also be approved in advance.
10. When Company conducts the Tour, they should post the event here: <http://www.secondwind.org/virtual-dementia-tour/virtual-dementia-tour-events/new/>. The event will appear on SWD's website and SWD will also post on social media channels.
11. SWD conducts online searches and professional contact searches on the use of the VDT to ensure compliance with Program terms and conditions of use. Any use of the VDT outside of the purposes of providing sensitivity training for staff, family of residents/clients, and the community must be approved by SWD in writing.
12. All media inquiries should be forwarded directly to SWD as owner and patent holder of the VDT.

To discourage copyright and patent infringement, media is NOT allowed to record video or audio footage of any aspect of the VDT experience, including garbing. Additionally, no photographs are to be taken during the VDT experience. If the media requests photos or video, please refer them to SWD.

Media contact is encouraged by SWD and SWD asks that every reasonable effort should be made to credit Second Wind Dreams and the Virtual Dementia Tour when engaging with the media. Company should provide the following statement to media outlets prior to an event:

“The Virtual Dementia Tour® is a scientifically proven method of building a greater understanding of dementia through the use of patented sensory tools and instruction. The VDT® was created by P.K. Beville, PhD, an award-winning geriatric psychologist, dementia expert, and founder of Second Wind Dreams, Inc. Proceeds from the sale of Virtual Dementia Tour support the work of Second Wind Dreams®, an international, nonprofit organization recognized as the first in the nation committed to changing the perception of aging through the fulfillment of dreams for elders and the offering of innovative educational opportunities to caregivers, families, and communities. For more information about Second Wind Dreams and the Virtual Dementia Tour, please call the office at 678-624-0500 or visit online at www.secondwind.org.”

13. Included in VDT Comprehensive Program is:
 - a. Facilitator training on how to conduct the VDT provided by Second Wind Dreams, which is required to ensure the effective outcomes and clinical integrity of the VDT
 - b. Manual with research, full instructions, and materials to guide facilitators through conducting the VDT experience
 - c. Three (3) sets of patented components clinically researched and proven to simulate the effects of aging and dementia

- d. A video of a family experiencing the VDT and how the VDT changed their perception of dementia
- e. Printed materials to aid non-professional participants in understanding their own personal VDT experience
- f. Staff training tools including debrief outline, handouts, and assessment
- g. Agreement enabling Company to conduct the VDT internally for staff, caregivers, families and the public at large

14. Agreement will be due for renewal on the anniversary date of this agreement.

15. Per Section 6 above, training for additional VDT facilitator(s) will be charged and will be conducted in-person or online.

16. If Company wishes to discontinue use of the VDT Program, notification must be sent no later than 30 days prior to termination date. All equipment, including manual and any components or replacement parts, must be returned to SWD within 14 days after the termination date. Please send to SWD's office address as noted in this agreement.

17. Upon receipt of payment, Company will receive the program materials and SWD will schedule the in-person or online training. Facilitator training is necessary for in-depth review of the proper use and delivery of the VDT, and is required for all agreement holders.

SWD reserves the right to reschedule an in-person training. Once a training session has been confirmed, if Company cancels, a rescheduling fee of will be assessed, including any prepaid travel expenditures for VDT-CT. The VDT agreement cannot be renewed if the training has not been completed for any VDT facilitator.

18. Violations to this agreement may result in legal action.

19. SWD reserves the right to modify this agreement, as is necessary, in order to protect the clinical and professional integrity of the VDT.

20. This agreement will be in effect from the effective date specified above as long as the Company remains in good standing with SWD and incurs no violations for which this agreement may be terminated. The terms of the agreement are to be kept confidential by the parties except to the extent the parties must perform under the agreement, such as charging of fees herein, etc. Company agrees to indemnify and hold harmless SWD for any damages to any third party as a result of Company's breach of this agreement or its own negligent, tortious, or unlawful actions, including but not limited to reasonable attorney's fees. Company will use best efforts to protect the intellectual property rights of SWD. The rights and responsibilities in this agreement may not be assigned by the Company. This agreement does not create a partnership or an employment relationship between the parties, but rather both parties remain at all times independent contractors. If any part or portion of this agreement is held to be

invalid or otherwise unenforceable, the remainder shall have force and effect to the full extent permitted by law. The Parties agree that a copy of this agreement whether faxed, scanned or otherwise represented will be binding as to the terms in the agreement (original signatures are not necessary to be binding). Any notice to SWD must be sent to the address published on its website. Company is exclusively responsible for keeping Company's contact information current with SWD at all times.