## **D2L Partner in Prevention Application**

This application is used for the *FIRST* year an organization or business is applying. An application may be submitted directly by an organization or business OR may be submitted by an Authorized Facilitator on behalf of an organizations or business that has fulfilled the requirements. Applications are approved at the sole discretion of Darkness to Light.

## SUBMIT COMPLETED APPLICATION VIA MAIL, FAX, OR ATTACHED TO AN EMAIL:

BY MAIL Attn: Partner in Prevention Application Darkness to Light 1064 Gardner Road, Suite 210 Charleston, SC 29407

OR EMAIL ATTACHMENT: <u>Stewards@D2L.org</u> Please include Partner in Prevention Application in the Subject line of the email.

#### **APPLICATION CHECKLIST**

USE THE CHECKLIST TO ENSURE THAT YOU SUBMIT A COMPLETE APPLICATION

- CONTACT INFORMATION
  Required for all applicants
- QUALIFICATIONS QUESTIONAIRE
  ONE of the following required for all applicants:
  - □ SECTION A
  - □ SECTION B
  - □ SECTION C
- □ LICENSE AGREEMENT

Optional.

The License Agreement is to be completed if you would like to receive an electronic version of the emblem to use on printed materials or to place on your website. NOTE: The License Agreement must be completed by a representative of the organization. If you are facilitator submitting an application on an organization's behalf, do not complete the License Agreement. D2L will contact the organization regarding the license agreement after the application has been reviewed.

CONTACT INFORMATION	CONTACT INFO pg 1 of 1
ORGANIZATION/BUSINESS NAME:	DATE OF APPLICATION:
PRIMARY CONTACT (AT ORGANIZATION/BUSINESS):	CONTACT TITLE:
MAILING ADDRESS	
EMAIL:	PHONE:
DO YOU HAVE AN AUTHORIZED FACILITATOR ON STAFF?	
IF YES, HOW MANY?	
NAME OF PERSON SUBMITTING APPLICATION (IF DIFFERENT FROM ABOVE)	
EMAIL:	PHONE:
LIST UP TO 3 TRADE PUBLICATIONS THAT COULD BE NOTIFIED IF DISTINCTION IS AWARDED: (D2L does not guarantee that a press release will be issued.)	NAME OF LOCAL NEWSPAPER:
<b>INSTRUCTIONS</b> Choose the option below that best describes the organization or busi	iness:
	with children are PRIMARILY
Choose the option below that best describes the organization or busi Provides direct services to youth AND the adults who interact VOLUNTEERS (example: a church, a recreation department, a	with children are PRIMARILY club) <i>COMPLETE <u>ONLY</u> SECTION A</i> with children are PRIMARILY

## **SECTION A:**

## SECTION A pg 1 of 3

# For Organizations that provide direct services to youth and the adults who interact with children are primarily <u>volunteers</u>.

\*The use of "all" in the following questions refers to the majority of employees and volunteers. An organization may say TRUE to "all" if 90% or more employees <u>who work in a location where youth are present</u> have been trained in *Stewards of Children* and 90% or more volunteers <u>who interact with youth</u> have been trained.

If applying for recognition at multiple facilities (branches, schools, etc), questions are to be answered with all facilities in mind. Alternatively, a separate application may be made for each facility as they qualify.

For each of the following statements, indicate TRUE or FALSE as it relates to the organization or business.

TRUE	FALSE	
		The organization maintains a record of who has been trained.
		ALL EMPLOYEES have completed the training.
		ALL VOLUNTEERS who interact with youth have completed the training.
		ALL VOLUNTEERS and EMPLOYEES (as defined above) will be required to renew the training at least every 3 years.
		Background checks are completed for volunteers and employees prior to, or at the start of, volunteer/employment.
		The organization requires (either as part of a child protection policy or in practice) that one adult-one child situations be observable or interruptible.

Please provide explanation for any statements marked FALSE:

#### TRAINING

Describe Who was Trained:

How many times a year is training held?

What are your procedures for training new volunteers and employees? Include the timing of how soon new volunteers/employees are trained relative to when they start their volunteer work/employment?

NUMBER OF VOLUNTEERS WHO INTERACT WITH YOUTH:		
NUMBER OF EMPLOYEES:		
TOTAL NUMBER TRAINED AS OF THIS APPLICATION:		
DOES THIS APPLICATION COVER MULTIPLE FACILITIES (BRANCHES, SCHOOLS, ETC.)?	□YES	IF YES, HOW MANY:
	□NO	

### Acknowledgement

By signing below I acknowledge that, to the best of my knowledge, all information provided in this application is accurate and complete. I understand that D2L will review the information provided in this application and notify the organization named on the application if distinction as *Partner in Prevention* is awarded.

D2L reserves the right to request information needed to verify the accuracy of the information provided and may periodically audit an organization for compliance with the guidelines associated with the *Partner in Prevention* program at any time upon reasonable notice.

If awarded, the *Partner in Prevention* distinction remains in effect for a period of 12 months unless otherwise terminated. Annual application is required to maintain the distinction.

Nothing in this application, the *Partner in Prevention* program, or in the use of the emblem itself, shall confer any endorsement or approval of the Organization's services by D2L. The program and associated emblem is intended only to convey that the Organization has met training standards.

**Signature of Applicant** 

Signature

Date

Printed Name

Title

## **SECTION B:**

### SECTION B pg 1 of 3

For Organizations that provide direct services to youth and the adults who interact with children are primarily <u>employees.</u>

\*The use of "all" in the following questions refers to the majority of employees. An organization may say TRUE to "all" if 90% or more employees who have access to youth have been trained in *Stewards of Children*. For example, anyone who works in a location that serves youth must be included, but employees who work at a separate location where children do not have access are not required to be included.

If applying for recognition at multiple facilities (branches, schools, etc), questions are to be answered with all facilities in mind. Alternatively, a separate application may be made for each facility as they qualify.

For each of the following statements, indicate TRUE or FALSE as it relates to the organization or business.

TRUE	FALSE	
		All* EMPLOYEES have completed the training.
		The organization maintains a record of who has been trained.
		All employees will be required to renew the training at least every 3 years.
		Background checks are completed for employees prior to, or at the start of, employment.
		The organization requires (either as part of a child protection policy or in practice) that one adult-one child situations be observable or interruptible.

Please provide explanation for any statements marked FALSE:

### SECTION B pg 2 of 3

#### FREQUENCY of TRAINING

How many times a year is training held?

What are your procedures for training new employees? Include the timing of how soon new employees are trained relative to when they start their employment?

NUMBER OF TOTAL EMPLOYEES:		
TOTAL NUMBER TRAINED AS OF THIS APPLICATION:		
DOES THIS APPLICATION COVER MULTIPLE FACILITIES (BRANCHES, SCHOOLS, ETC.)?	□YES □NO	IF YES, HOW MANY:

## Acknowledgement

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If awarded, the *Partner in Prevention* distinction remains in effect for a period of 12 months unless otherwise terminated. Annual application is required to maintain the distinction.

Nothing in this application, the *Partner in Prevention* program, or in the use of the emblem itself, shall confer any endorsement or approval of the Organization's services by D2L. The program and associated emblem is intended only to convey that the Organization has met training standards.

Signature of Applicant

Signature

Date

Printed Name

Title

## **SECTION C:**

For organizations that DO NOT provide direct services to youth.

For each of the following statements, indicate TRUE or FALSE as it relates to the organization or business.

\*The use of "all" in the following questions refers to the majority of employees. An organization may say TRUE to "all" if 90% or more employees have been trained in *Stewards of Children*.

An organization that does not provide direct services to youth may also qualify in the case where a significant subset of employees are being trained, ie., all police officers or all firefighters. In this case "all" refers to at least 90% of the subset of employees being trained, not 90% of the entire employee base. The subset must demonstrate a significant commitment to prevention in the community. For example, all firefighters at a station completing the training demonstrates significant commitment. Conversely, a unit of 5 investigators within a police department of 50, may not demonstrate significant commitment.

TRUE	FALSE	All* employees have completed the training. Training will be offered at least annually for new employees that have started during the year.
		Organization or business pledges to have employees renew the training at least every 3 years.
Please pr	ovide explan	ation for any statements marked FALSE:

TOTAL NUMBER OF EMPLOYEES:			
WHO PARTICIPATED IN THE TRAINING: DALL EMPLOYEES SUBSET OF EMPLOYING If specific subset of employees, describe the group:		DYEES	
TOTAL NUMBER TRAINED AS OF THIS APPLICATION:			

DOES THIS APPLICATION COVER MULTIPLE FACILITIES (BRANCHES,	□YES	IF YES, HOW
SCHOOLS, ETC.)?		MANY:
	DNO	

## Acknowledgement

By signing below I acknowledge that, to the best of my knowledge, all information provided in this application is accurate and complete. I understand that D2L will review the information provided in this application and notify the organization named on the application if distinction as *Partner in Prevention* is awarded.

D2L reserves the right to request information needed to verify the accuracy of the information provided and may periodically audit an organization for compliance with the guidelines associated with the *Partner in Prevention* program at any time upon reasonable notice.

If awarded, the *Partner in Prevention* distinction remains in effect for a period of 12 months unless otherwise terminated. Annual application is required to maintain the distinction.

Nothing in this application, the *Partner in Prevention* program, or in the use of the emblem itself, shall confer any endorsement or approval of the Organization's services by D2L. The program and associated emblem is intended only to convey that the Organization has met training standards.

Signature of Applicant

Signature

Date

Printed Name

Title

#### Darkness to Light

#### Revocable License Agreement for Use of the Partner in Prevention Emblem

This Agreement is between Darkness to Light (herein referred to as D2L) and \_\_\_\_\_\_ (name of Organization herein referred to as Organization).

D2L authorizes and licenses the *Partner in Prevention* emblem ("the Emblem"), designed to provide distinction to organizations that have met specific requirements in their effort to prevent child sexual abuse and to assist parents in making informed choices for selecting youth serving organizations.

#### Definitions

- A. Organization means the organization or business that is the recipient of the Partner in Prevention distinction.
- B. Emblem means the trademark owned by D2L, as it may be modified from time to time.
- C. Standards means the current D2L *Partner in Prevention* Qualifications as defined at www.D2L.org, as they may be modified from time to time.

D2L grants a nonexclusive, non-assignable and nontransferable license to use and display the Emblem as described in bullet II.

Organization agrees to use the Emblem only as set forth in this Agreement. Nothing in this Agreement, or in Organization's use of the Emblem, will give Organization any right in the Emblem, or in any similar marks, beyond the right granted in this Agreement.

I. Organization agrees to furnish D2L upon its request and within the time requested such information as may be needed to determine Organization's continued compliance with all Standards, and to provide, within the time requested, an updated application used periodically to determine compliance with Standards.

#### II. Use of the Emblem

- a. Placement. Organization may display the Emblem in transient advertising and solicitations, to include newspaper advertisements, periodicals, billboards, posters, direct mail appeals, flyers, and electronic media to include Organization's website, blog, and email. Upon Organization's signing of this Agreement, D2L will provide Organization with a digital version of the Emblem for use in non-electronic media. D2L will also provide Organization with access information to digital versions of the Emblem for Organization to download and install in electronic media.
- b. Size. Organization must receive prior written permission from D2L to use the Emblem in a size other than those provided. Organization may not vary the color of the Emblem on the World Wide Web or in email, however, Organization may use a black and white Emblem in transient advertising and solicitations, annual reports and letterhead.
- c. Organization agrees to provide D2L samples of use of the Emblem upon D2L request
- III. Term. This Agreement remains in effect unless terminated as provided herein for a period of 12 months.
- IV. Termination by D2L. D2L may terminate this Agreement if (i) D2L determines at any time that Organization fails to meet all Standards as defined at www.D2L.org; (ii) if Organization violates any other term of this Agreement; (iii) if Organization is declared insolvent or bankrupt; (iv) if Organization merges with another Organization; or (v) if D2L discontinues the program for any reason. D2L will provide any termination notice in writing and will deliver it by certified mail return receipt requested to Organization's address provided on the original application.
- V. **Termination by Organization.** Organization may terminate this Agreement by written notice to D2L delivered by certified mail return receipt requested to the address set forth below.
- VI. Responsibilities upon Termination. If either Party terminates this Agreement, Organization agrees to remove the Emblem immediately and promptly discard all materials bearing the Emblem, and to cease any and all use of the emblem now and in the future.
- VII. Indemnification. Organization agrees to indemnify and hold D2L harmless against any loss, damage or expense, including reasonable attorney's fees, arising out of any third party claim alleging misuse by Organization of the Emblem, or of any violation of the terms and conditions of this Agreement. Organization also agrees to indemnify and hold D2L harmless against any loss, damage or expense, including reasonable attorney's fees, with respect to all third party claims of any wrongdoing in connection with Organization's service(s).
- VIII. **Limitation of Liability.** Organization agrees it will not sue D2L for negligence or otherwise on any matter concerning the *Partner in Prevention* program or this Agreement.
- IX. **Notices.** Any written notice required or permitted to be delivered pursuant to this Agreement shall be in writing, shall be sent to the address below and in the original application, and shall be sent certified mail return receipt requested.

- X. Assignment. The Parties agree this Agreement is non-assignable by either Party to any third party under any circumstances, including but not limited to merger, acquisition, sale or transfer by operation of law or otherwise. Organization understands that, if it is merged, acquired or consolidated with another organization, it must inform D2L of this, and the new Organization must qualify again for the Emblem.
- XI. Organization is not, and shall not represent itself as an agent, representative, partner, subsidiary, joint venturer, or employee of D2L, nor can Organization represent that it has any authority to bind or obligate D2L in any manner or in any thing.
- XII. Nothing in this Agreement, or in the use of the Emblem itself, shall confer any endorsement or approval of Organization's services by D2L. The Emblem is intended only to convey that Organization meets Standards as defined at www.D2L.org.
- XIII. This Agreement embodies the whole agreement between the Parties and supersedes any prior Agreements, understandings and obligations between the Parties. D2L may modify this Agreement from time to time. D2L shall provide written notice of any modification to Organization, and Organization shall be deemed to have consented to the modification if Organization continues to use the Emblem following receipt of such notice.

#### Acceptance

For Organization:

Signature

Date

Title

**Printed Name** 

For Darkness to Light:

Signature

**Printed Name** 

Date

Title

Darkness to Light 1064 Gardner Rd., Suite 210, Charleston, SC 29407