

## Agreement to License Intellectual Property

This agreement (the "Agreement") is made by and between [NAME OF COMPANY], an [STATE OF ENTITY] [TYPE OF ENTITY], (hereinafter known as the "Licensor") and You (the "Licensee").

WHEREAS, Licensor has developed and is the owner of rights, title to, and interest in, certain **educational and self-help** information, knowledge, tools, and materials (hereinafter and collectively known as the "Materials").

WHEREAS, Licensee desires to use the Materials in Licensee's own programs Licensee offers to others, such as seminars, workshops, teleclasses, and retreats (hereinafter known as "Licensees' Programs").

Now, therefore, in consideration of the mutual covenants and promises set forth herein, and Licensee's payment to Licensor of the amount herein agreed upon, receipt of which is hereby acknowledged, Licensor grants to Licensee the right to use the Materials, in accordance with the provisions set forth herein.

### **1. Grant of License.**

Licensor hereby grants to Licensee, and Licensee hereby accepts, a worldwide, personal, non-transferable, non-exclusive right and license to use the Materials.

Such grant of right and license is limited to the right to reproduce, excerpt, and display the Materials for use in Licensee's Programs; provided, however, that Licensor's copyright designations always remain on all the Materials.

Unless express, written permission is granted by Licensor, such grant does not include a claim to any right, title to, or interest in the Materials, nor does this grant give Licensee permission to adapt, condense, modify, edit, or repurpose the Materials, in any way, or in any format, which includes, but is not limited to compact laser discs, vinyl, MP3, or any other technology or other format, now known or later developed. Further, Licensee expressly has no right to grant sublicenses to any person and/or entity, without the prior written consent of Licensor.

In addition to the one-time training tuition each Licensee will pay, based on the licensee's choice, an annual fee of either a single payment of [\$XXX] or [#] payments totaling [\$XXX], which includes, but is not limited to ongoing training and communications. Failure to pay the licensing fee will result in cancellation and termination of the license.

Upon execution of this Agreement, Licensee shall be certified by Licensor and shall remain certified during the entire term of this Agreement; however, upon termination of this Agreement, Licensee's certification shall also terminate.

Licensee may not assign this Agreement, or assign this license to anyone, including, but not limited to any parent, subsidiary, or affiliate or as part of the sale of any portion of its business, or pursuant to any merger, consolidation, or reorganization or operation of law, without Licensor's prior written consent.

## **2. Warranties and Representations.**

- a. Licensor has the right to enter into this Agreement to grant to Licensee the rights and licenses set forth herein, and to perform all other obligations here under.
- b. Licensee has the right to enter into this Agreement, to receive the rights and licenses set forth herein, and to perform all of Licensee's obligations hereunder. Further, Licensee represents that in carrying out this license, Licensee will not go beyond the scope of this license, and will not infringe the rights of any third party.

## **3. Termination and Cancellation.**

- a. This Agreement may be terminated/cancelled, with or without cause, by either party, upon thirty (30) days written notice to the other. No refunds will be issued.
- b. If this Agreement is terminated/cancelled by either party, all rights and licenses granted hereunder, to Licensee, shall immediately terminate upon the date of termination, which shall be thirty (30) days after notice has been received in writing by Licensor or Licensee, as applicable.

## **4. Indemnities.**

- a. Licensee shall be solely responsible for the use and suitability of the Materials in Licensees' Programs, and with Licensee's clients. Licensor shall have no liability, either due to the results (or lack thereof), the use or suitability of the Materials in Licensees' Programs.
- b. Licensee shall indemnify defend, save and hold harmless Licensor from and against any and all claims arising out of or in any way related to: (i) Licensee's use of the referenced materials and/or any materials derivative from them; or (ii) Licensee's default of any provision of this Agreement.

## **5. Term.**

This Agreement shall remain in effect from today until canceled/terminated by either party to this Agreement.

## **6. Independent Contractor.**

Each party shall be an independent contractor in its performance hereunder and shall retain control over its personnel and the manner in which such personnel perform. In no event shall the parties to this Agreement be deemed to be anything other than independent contractors, and in no event is this relationship to be deemed a partnership, joint venture, franchise, or employment relationship of any kind.

## **7. Notices.**

All notices required to be given pursuant to this Agreement shall be deemed given when actually delivered, if delivered in person, or three (3) days after being deposited in the United States mails, postage prepaid and addressed to the receiving party as follows:

For Licensor:  
[NAME OF COMPANY  
COMPLETE ADDRESS]

**8. Entire Agreement.**

This Agreement is the entire agreement between the parties relating to this License Agreement and supersedes all prior agreements, proposals, representations, and commitments, whether oral or written relating to this License Agreement.

**9. Modifications.**

This Agreement may be modified, at any time, at the sole discretion of the Licensor, and such modifications shall be effective upon posting, by the Licensor on the Licensor's web site at www.[WEBADDRESS].com or via email with the subject line specifically stating "amendment to existing licensing agreement", "amendment to existing terms of use", or any similar language denoting this specific agreement is to be modified. Licensee agrees to be bound by any and all changes to this Agreement, or any of its terms, after any such modification are posted, as set forth herein.

It is therefore important that Licensee review the Agreement, the Licensor's website, and all emails generated from the following emails: [insert all emails] on a regular basis, to ensure that the Licensee is updated as to any changes. Licensee's failure to object to said changes within five (5) calendar days of receipt of notice of those changes, will amount to an understanding, acceptance, and the decision to be bound by those changes.

**10. Headings.**

The headings used herein are for convenience only and shall not control or affect the meaning or construction of any provisions in this Agreement.

**11. Governing Law.**

The parties agree that this Agreement and any controversy related to this Agreement shall be governed by the laws of the State of [STATE]. (excluding any applicable [STATE] conflict of laws provisions) The jurisdiction for any proceedings under this Agreement shall be in the state and federal courts located in [STATE], and the exclusive venue shall be in the [COUNTY] County [STATE].

**12. Offer and Acceptance.**

By posting this License Agreement on the Internet, Licensor has made an offer to Licensee. A signed copy of this Agreement is not required in order to enroll in the certification training program. This Agreement must be signed by Licensee upon completion of the training program, as one of the requirements to qualify for final certification. Licensee can accept this offer by signing and providing Licensor with the information requested below.

Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature:

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Telephone Numbers: Home: ( ) \_\_\_\_\_ Cell: ( )\_

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E-Mail Address:

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Mailing Address:

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