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## IP LICENSE AGREEMENT FOR ACRP AFFILIATES CERTIFICATION EXAM PREP COURSE

THIS AGREEMENT (“Agreement”) is effective on \_\_\_\_\_, 2017 and is between the Association of Clinical Research Professionals, Inc., 99 Canal Center Plaza, Suite 200, Alexandria, VA 22314 (“ACRP” or “LICENSOR”) and \_\_\_\_\_, with a principal place of business at \_\_\_\_\_ (“LICENSEE”).

### INTRODUCTION:

LICENSOR is the owner of all right and title in and to professional development materials, including the intellectual property therein (“Licensed Course Materials”) that LICENSEE wishes to use in connection with its providing an educational program. To provide for the use of those Licensed Course Materials, the parties now enter into this Agreement for good and valuable consideration, the sufficiency of which the parties acknowledge, and upon the terms and conditions stated below.

- (1) Subject to the terms and conditions of this Agreement, LICENSOR grants to LICENSEE a non-exclusive, non-transferable, limited use license to use the Licensed Course Materials in connection with an educational program Licensee will give on \_\_\_\_\_, 2017 (the “Course”).

(a) The term of this License shall be from \_\_\_\_\_ to \_\_\_\_\_, 2017 (the “Term”), and the fee for this License is \$500, to be paid within ten (10) business days of the execution of this Agreement, or may be withheld from the Chapter's next quarterly payment or payments from ACRP until paid in full.

(b) LICENSEE shall not alter, amend or otherwise modify the Licensed Course Materials, and LICENSEE shall have no rights to sub-license the Licensed Course Materials.

(c) LICENSEE agrees that the Course will adhere to the standards set out in the Exam Prep Course Guidelines and Process that LICENSOR has previously given LICENSEE. LICENSEE warrants that it shall maintain the quality of the Course at the levels described in that document.

(d) The Licensed Course Materials are proprietary to and the confidential property of the LICENSOR. LICENSEE shall maintain all Licensed Course Materials as confidential and proprietary, and shall only disclose the same to Course participants/attendees. LICENSEE shall ensure that all materials distributed under this Agreement are marked as “CONFIDENTIAL” and that all participants/attendees who have access to the Licensed Course Materials have been informed of the confidential and proprietary nature of these Materials. Should a third-party seek the Licensed Course Materials through court order, subpoena or other means, these



Materials shall not be disclosed by LICENSEE. Rather LICENSEE shall immediately advise LICENSOR of the request/demand and LICENSOR shall take whatever steps it deems necessary in its sole discretion to protect the Materials.

(e) LICENSEE shall distribute the Licensed Course Materials only to participants/attendees of the Course. At the end of each licensed Course, LICENSEE shall collect all extra copies of these Materials not distributed and destroy them as well as all electronic copies of these Materials. Within seven (7) business days of the expiration of the Term of this Agreement, the LICENSEE shall certify to LICENSOR in writing what has been destroyed and how. NOTE: Except as otherwise specifically provided in this Agreement, LICENSEE may not distribute, use or otherwise disseminate the Licensed Course Materials or any part thereof.

(2) LICENSOR also grants LICENSEE a limited license to use the LICENSOR's Trademarks that are a part of the Licensed Course Materials solely in LICENSEE's advertising of the Course. All such advertisements using any of these Trademarks shall be pre-approved by LICENSOR in writing and shall cease on the date the Course is given. The Trademarks as provided by LICENSOR for use by LICENSEE in advertising the Course may not be altered or amended in any manner and all such use shall inure to the benefit of LICENSOR.

(3) Within seven (7) business days of the expiration of the Term, LICENSEE shall provide LICENSOR with a full roster of all participants/attendees of the Course including the printed name and email of each such participant/attendee. Along with this roster, LICENSEE shall provide completed course evaluations to LICENSOR in the form provided by LICENSOR.

(4) LICENSOR has the right, upon reasonable notice, to inspect the books and records and all other documents and materials of LICENSEE that relate to this Agreement and which are in LICENSEE's possession or control and may make copies thereof.

(5) LICENSEE acknowledges LICENSOR's ownership of the Licensed Course Materials and Trademarks, including but not limited to the intellectual property of the Materials and Trademarks, and agrees that nothing in this Agreement gives LICENSEE any right, title or interest in the Licensed Course Materials or Trademarks other than the right to use these in accordance with the provisions in this Agreement.

(a) Any and all use of the trademarks, copyrights and trade secrets which are part of the Licensed Course Materials shall inure to the benefit of LICENSOR. LICENSEE shall not alter or amend or make derivative works of the same without the express written permission of LICENSOR.

(b) LICENSEE shall not register, adopt or use any domain name or social media designation incorporating any trademark, service mark, certification mark or trade name of LICENSOR without the express written permission of LICENSOR.



(6) LICENSEE will defend, indemnify and hold LICENSOR, its officers, directors, agents and employees, harmless from and against all claims, charges, causes of action, costs, expenses and losses (including reasonable attorney's fees and costs) which arise out of LICENSEE's actions under this Agreement.

(7) LICENSOR has the right to immediately terminate this Agreement for cause for (i) any breach of this Agreement by LICENSEE; (ii) failure to perform according to the terms of this Agreement; (iii) commission of a willful act of dishonesty or misconduct of LICENSEE or its agents involved in the Course that may affect the quality or reputation of the Course or of LICENSOR; or (iv) if LICENSEE files a petition in bankruptcy or is adjudicated a bankrupt or insolvent, or makes an assignment for the benefit of creditors or an arrangement pursuant to any bankruptcy law, or if LICENSEE discontinues or dissolves its business or if a receiver is appointed for LICENSEE or for LICENSEE's business and such receiver is not discharged within 120 days.

Upon termination for any reason, including but not limited to the end of the Term, Course cancellation or other breach of this Agreement, LICENSEE shall cease use of all Licensed Course Materials and Trademarks. Further, within seven (7) business days of such termination, the LICENSEE shall destroy all tangible and electronic copies of the Licensed Course Materials and certify to LICENSOR in writing what has been destroyed and how. NOTE: Except as otherwise specifically provided in this Agreement, LICENSEE may not distribute, use or otherwise disseminate the Licensed Course Materials or any part thereof.

(8) The parties recognize that due to the nature of the Licensed Course Materials, monetary damages would be inadequate to compensate the LICENSOR for any breach by LICENSEE, and acknowledge that such violation or threatened violation shall cause irreparable injury to the LICENSOR. Therefore, the parties agree that in addition to other remedies that may be available, in law, in equity or otherwise, LICENSOR is entitled to (i) obtain injunctive relief against threatened breach of this Agreement or the continuation of any such breach by LICENSEE without the necessity of proving irreparable harm or actual damages, (ii) to receive treble damages, and (iii) to be further indemnified for any loss or harm, including but not limited to attorney's fees arising out of or in connection with any breach or enforcement of LICENSEE's obligations under this Agreement or the unauthorized use or disclosure of LICENSOR's confidential or proprietary information.

(9) The failure of any party to enforce any provision of this Agreement shall not constitute a waiver of that party's right thereafter to enforce any such provision or upon notice, to require correction of a default previously waived.

(10) If any provision of this Agreement is held void or unenforceable, it shall be treated as severed, and a new, enforceable provision shall be substituted that accomplishes the intent of the severed provision as nearly as practicable.



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(11) All notices required or permitted under this Agreement shall be in writing and will be effective when (i) deposited in the U.S. Mail, certified, return receipt requested, postage prepaid or (ii) forwarded by reputable express courier providing written receipt of delivery and addressed to the parties at their respective addresses set forth above, or such other address designated in writing.

(12) This Agreement is the entire agreement between the parties as to its subject matter and supersedes all prior representations, agreements or understandings between the parties. No amendment of this Agreement shall be binding unless executed in writing by both parties.

(13) This Agreement may be executed and delivered in any number of counterparts or copies (“Counterparts”) by the parties by mail fax, PDF or similar means of delivery. When each party has signed and delivered at least one Counterpart to the other party, each Counterpart shall be deemed an original and taken together, shall constitute one and the same Agreement, which shall be binding on the parties.

(15) This Agreement shall be governed by and construed under the laws of the Commonwealth of Virginia, USA without reference to its choice of law rules.

By the signatures below of their duly and authorized representatives, the parties approve and execute this Agreement effective the date first written above.

**Association of Clinical Research Professionals (LICENSOR):**

\_\_\_\_\_  
By: (Print Name)

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated:

**Chapter Representative (LICENSEE)**

\_\_\_\_\_  
By: (Print Name)

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated: