

# ASAPM LICENSE AGREEMENT

This License Agreement made as of the \_\_\_ day of \_\_\_, 2001, by and between AUTHOR/COMPANY (herein called "Licensor"), a corporation organized and existing under the laws of \_\_\_\_\_, having its principal place of business at \_\_\_\_\_, and the American Society for the Advancement of Project Management, a nonprofit corporation organized and existing under the laws of the State of Colorado, having its principal place of business at \_\_\_\_\_ (hereinafter called "ASAPM").

WHEREAS, Licensor has rights in certain works and publications which relate to the field of Project Management;

WHEREAS, ASAPM is desirous to be the **exclusive** worldwide distributor and Reseller of works and publications on behalf of Licensor;

WHEREAS, Licensor is desirous to have ASAPM distribute and resell works and publications in exchange for royalty payments;

## **Licensor and ASAPM agree to the following terms and conditions;**

### **1.0 Grant.**

1.1 Licensor grants to ASAPM the exclusive right to sell, market, distribute, reproduce and sublicense Licensor Works and to make modifications, enhancements, derivatives, compilations, collective works therefrom (defined on Schedule A, attached hereto) worldwide.

1.2 Licensor grants to ASAPM the exclusive worldwide right to use Licensor tradenames and trademarks for the purpose of selling, marketing, distributing and reselling Licensor Works and to all modifications, enhancements, derivatives, compilations, collective works made therefrom worldwide.

1.3 Licensor grants to ASAPM the exclusive sublicense to all distribution rights that Licensor has received from the publishers and authors of Licensor Works.

### **2.0 Compensation/Royalties.**

2.1 Schedule A, attached hereto, will govern the payment of Royalties to Licensor by ASAPM.

2.2 Licensor shall receive, in lieu of royalties, favorable pricing for all Licensor Works acquired from ASAPM as governed by Schedule B, attached hereto.

### **3.0 Marketing.**

3.1 ASAPM will use reasonable efforts to market Licensor Works.

### **4.0 Intellectual Property.**

**Trademarks:** ASAPM shall use the tradenames and trademarks of Licensor in a style and manner consistent with the guidelines for such use as provided by Licensor from time to time.

**Customer Lists:** Licensor shall provide the customer list of Licensor customers to ASAPM for the purpose of allowing ASAPM to market directly to Licensor customers. Licensor will retain all right, and interest to the Licensor customer list.

**5.0 Termination.**

5.1(a) Licensor Terminates Without Cause. Licensor shall have the right to terminate this Agreement with six- (6) months notice.

5.1(b) Licensor Terminates For Cause. Licensor shall have the right to terminate this Agreement immediately for Cause if ASAPM fails to abide by any material provision of this Agreement.

5.2 ASAPM Terminates. If ASAPM terminates this Agreement, ASAPM shall give Licensor six (6) months Notice of Termination.

5.3 Mutual Termination. Licensor and ASAPM may mutually agree to terminate this Agreement and shall have the right to negotiate mutually agreeable termination terms.

5.4 Post Termination. ASAPM will cease using the Licensor name and trademarks for the purpose of selling Licensor Works and will promptly return the Licensor customer list to Licensor. ASAPM will stop the duplication of Licensor Works. However, ASAPM may, in its discretion, sell through its inventory and distribute any Licensor Works printed by ASAPM prior to the termination of this Agreement, subject to the payment terms in this Agreement.

**6.0 Books and Records.**

ASAPM agrees to keep true and accurate accounts and records relating Licensor Works. Upon reasonable notice, Licensor will have the right to audit and/or examine ASAPM's books and records to determine the accuracy of Royalty payments. If the results of any audit or examination of the books and records indicate that a discrepancy exists in the amount owed Licensor by five (5%) percent or more, then the cost of the audit or examination will be at the expense of ASAPM. If the result of the audit or examination results in a discrepancy of less than five (5%), then the cost of the audit or examination shall be at the expense of Licensor.

**7.0 Taxes, etc.**

ASAPM shall pay any and all license fees, taxes, including, but not limited to, any applicable sales taxes, excises, or charges levied or imposed on Licensor Works.

**8.0 Notices.**

Any notice in connection with this Agreement shall be in writing, signed by the party giving such notice and shall be deemed duly given upon delivery, in person, by first class registered mail, by DHL or by Federal Express to the parties at the addressed set forth below. The date of personal delivery or the date of dispatch, as the case may be, shall be the date of such notice.

**9.0 Modification, Amendment or Assignment.**

No amendment, modification or assignment to the Agreement shall be effective or binding on either party unless the amendment, modification or assignment is in writing and signed by duly authorized representatives of Licensor and ASAPM.

**10.0 Governing Law.**

This Agreement shall be interpreted and governed under the laws of the State of Colorado, U.S.A. The Courts of the State of Colorado, U.S.A. shall govern this Agreement.

**11.0 Entire Agreement.**

This Agreement contains the entire agreement between ASAPM and Licensor and supersedes and merges any prior or contemporaneous agreements, commitments, proposals, representations or communications, whether oral or written, concerning Licensor Works.

Licensor: \_\_\_\_\_

ASAPM: \_\_\_\_\_

By: \_\_\_\_\_  
Duly Authorized

By: \_\_\_\_\_  
Duly Authorized

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Schedule A-Attached hereto and incorporated by reference

Schedule B-If applicable, favorable pricing in lieu of schedule A royalties