

## INTELLECTUAL PROPERTY LICENSE AGREEMENT



IN THIS AGREEMENT, by Alliance of Comprehensive Planners (ACP), a non-profit corporation of Michigan, having its principal place of business in North Carolina (LICENSOR), and by \_\_\_\_\_ (*name*, an individual of \_\_\_\_\_ (*city and state*), an ACTIVE ACP MEMBER (LICENSEE), the parties agree as follows:

### I. Background of Agreement

10 LICENSOR is the owner of certain ACP INTELLECTUAL PROPERTY and LICENSES to SHARED INTELLECTUAL PROPERTY relating to: Financial Advising.

11 As an active member of ACP, LICENSEE is entitled to the right to use such ACP INTELLECTUAL PROPERTY and SHARED INTELLECTUAL PROPERTY in accordance with this agreement.

### II. Definitions

As used herein, the following terms have the meanings set forth below:

20 ACP INTELLECTUAL PROPERTY means the copyrightable subject matter currently owned or owned in the future by LICENSOR that is made available to ACTIVE ACP MEMBERS, including, but not limited to:

- 1) all aspects of the ACP System™, which includes the ACP Success Program materials and ACP Core Tools;
- 2) all ACP documents, spreadsheets, slide presentations, databases, internet domain names, trademarks, service marks, patents, software, audio recordings, web conference recordings, and any other print, electronic or associated media.

21 SHARED INTELLECTUAL PROPERTY means any intellectual property posted under the location specified by LICENSOR for the posting of shared documents by any ACP MEMBER, to which the ACP MEMBER has granted a non-exclusive license to LICENSOR to use. (See LICENSEE OBLIGATIONS – Section [VI] *infra*.) The SHARED INTELLECTUAL PROPERTY is subject to the TERMS OF USE established by the ACP MEMBER posting the SHARED INTELLECTUAL PROPERTY. The SHARED INTELLECTUAL PROPERTY further includes any patents owned by LICENSEE required to freely use any intellectual property posted by the LICENSEE.

22 TERMS OF USE means any restrictions to the use of SHARED INTELLECTUAL PROPERTY posted at the location specified by LICENSOR as defined by the ACP MEMBER that posted the SHARED INTELLECTUAL PROPERTY. The TERMS OF USE for the SHARED INTELLECTUAL PROPERTY may be defined

by selecting one of the TERMS OF USE options:

- 1) Any member can use or edit; attribution required
- 2) Any member can use or edit; no attribution required
- 3) Members outside my state can use or edit; attribution required
- 4) Members outside of my state can use or edit; no attribution required
- 5) Posted for information only; contact author for permission to adapt or use

TERMS OF USE further includes any restrictions established by the LICENSOR to the use of any ACP INTELLECTUAL PROPERTY by ACP MEMBERS. The TERMS OF USE may include, but is not limited to end user license agreements.

23 ACP MEMBER means any individual who in the past or present is or was an ACTIVE ACP MEMBER.

24 ACTIVE ACP MEMBER means any individual who has been approved for membership in the ACP by LICENSOR and is current with all fees and membership dues associated with membership. Upon renewal each member is also required to sign and submit an "Annual Renewal Attestation Form". Only an ACTIVE ACP MEMBER is entitled to the licenses set forth in this agreement.

### **III. ACP Intellectual Property License**

3.0 LICENSOR hereby grants to LICENSEE, for the duration that LICENSEE is an ACTIVE ACP MEMBER, a nonexclusive license to make, use, and distribute copies of ACP INTELLECTUAL PROPERTY and create derivative works from ACP INTELLECTUAL PROPERTY, subject to any TERMS OF USE defined by LICENSOR for specific articles of ACP INTELLECTUAL PROPERTY. Notwithstanding the forgoing, this license grant shall not extend to any intellectual property to which the LICENSOR does not have any legal rights to grant.

3.1 LICENSEE may share ACP INTELLECTUAL PROPERTY only with administrative and paraprofessional staff under LICENSEE's direct control and supervision.

3.2 LICENSEE may not share, use, or distribute ACP INTELLECTUAL PROPERTY for providing products or services to a financial advisor who is not an ACTIVE ACP MEMBER.

### **IV. Shared Intellectual Property License**

4.0 LICENSOR hereby grants to LICENSEE for the duration that LICENSEE is an ACTIVE ACP MEMBER, a nonexclusive sub-license to make, use, and distribute copies of SHARED INTELLECTUAL PROPERTY and create derivative works from SHARED INTELLECTUAL PROPERTY, subject to any TERMS OF USE defined by the ACP MEMBER that posted the SHARED INTELLECTUAL PROPERTY. Notwithstanding the forgoing, this license grant shall not extend to any intellectual property to which the LICENSOR does not have any legal rights to grant.

4.1 LICENSEE may share SHARED INTELLECTUAL PROPERTY only with administrative and paraprofessional staff under LICENSEE's direct control and supervision.

4.2 LICENSEE may not share, use, or distribute SHARED INTELLECTUAL PROPERTY for providing products or services to a financial advisor who is not an ACTIVE ACP MEMBER financial advisor.

4.3 Notwithstanding any term(s) of this Intellectual Property License Agreement to the contrary, the restrictions of paragraphs 4.0 through and including 4.2 shall not apply to or

otherwise restrict the LICENSEE'S sharing, use, or distribution of any SHARED INTELLECTUAL PROPERTY for which the LICENSEE is the ACP MEMBER who posted such intellectual property, provided the LICENSEE'S rights in such intellectual property are superior to those of the LICENSOR.

## **V. Sublicensing**

5.0 LICENSEE has no right to grant sublicenses to any ACP INTELLECTUAL PROPERTY or to SHARED INTELLECTUAL PROPERTY, unless LICENSEE's rights in such intellectual property are superior to those of the LICENSOR.

## **VI. Licensee Obligations**

6.0 This agreement imposes personal obligations on LICENSEE as part of LICENSEE'S consideration for the Licenses defined in Sections III and IV above.

6.1 LICENSEE understands that LICENSEE may post any intellectual property owned by LICENSEE under the location specified by LICENSOR and that in posting any intellectual property, LICENSEE grants to LICENSOR a perpetual non-exclusive worldwide license to the intellectual property with the limited right to sublicense the intellectual property to ACTIVE ACP MEMBERS as SHARED INTELLECTUAL PROPERTY. The LICENSEE may modify the non-exclusive license granted to LICENSOR by defining TERMS OF USE for the intellectual property. Once the perpetual nonexclusive license is granted by LICENSEE, it extends past any termination of this agreement and may only be terminated separately by written agreement with LICENSOR.

6.2 LICENSEE is obligated to not use any ACP INTELLECTUAL PROPERTY, SHARED INTELLECTUAL PROPERTY or any derivative works from ACP INTELLECTUAL PROPERTY or SHARED INTELLECTUAL PROPERTY at any time LICENSEE fails to be an ACTIVE ACP MEMBER. If LICENSEE desires to use any ACP INTELLECTUAL PROPERTY, SHARED INTELLECTUAL PROPERTY, or any derivative works from ACP INTELLECTUAL PROPERTY or SHARED INTELLECTUAL PROPERTY, LICENSEE may request a separate limited non-exclusive license from LICENSOR in writing. The restrictions of this paragraphs 6.2 shall not apply to the LICENSEE'S sharing, use, or distribution of any SHARED INTELLECTUAL PROPERTY for which the LICENSEE is the ACP MEMBER who posted such intellectual property, provided the LICENSEE'S rights in such intellectual property are superior to those of the LICENSOR.

6.3 LICENSEE is obligated to properly attribute any use of any ACP INTELLECTUAL PROPERTY.

6.4 LICENSOR shall have no obligation to pursue any infringers of SHARED INTELLECTUAL PROPERTY posted by LICENSEE.

6.5 Any obligations that extend to LICENSEE under this Agreement also extend to any administrative and paraprofessional staff under LICENSEE'S direct control and supervision. LICENSEE is obligated to monitor any administrative and paraprofessional staff under LICENSEE'S direct control and supervision for compliance with this Agreement.

6.6 LICENSEE is obligated to not assign any rights under this Agreement not specifically transferable by its terms without the written consent of LICENSOR. LICENSOR may assign its

rights hereunder.

6.7 LICENSEE represents and warrants that LICENSEE owns intellectual property rights in any intellectual property posted by LICENSEE to the degree necessary lawfully to post such intellectual property under the terms of this Intellectual Property License Agreement.

## **VII. Representations and Disclaimer of Warranties**

7.0 NOTHING IN THIS AGREEMENT WILL BE DEEMED TO BE A REPRESENTATION OR WARRANTY BY LICENSOR OF THE ACCURACY OR USEFULNESS FOR ANY PURPOSE OF ANY ACP INTELLECTUAL PROPERTY OR SHARED INTELLECTUAL PROPERTY AT ANY TIME MADE AVAILABLE BY LICENSOR.

7.1 LICENSOR WILL HAVE NO LIABILITY WHATSOEVER TO LICENSEE OR ANY OTHER PERSON FOR OR ON ACCOUNT OF ANY INJURY, LOSS, OR DAMAGE, OF ANY KIND OR NATURE, SUSTAINED BY, OR ANY DAMAGE ASSESSED OR ASSERTED AGAINST, OR ANY OTHER LIABILITY INCURRED BY OR IMPOSED ON LICENSEE OR ANY OTHER PERSON, ARISING OUT OF OR IN CONNECTION WITH OR RESULTING FROM (A) LICENSEE'S USE OF ANY ACP INTELLECTUAL PROPERTY; (B) LICENSEE'S USE OF ANY SHARED INTELLECTUAL PROPERTY; (C) USE OF ANY SHARED INTELLECTUAL PROPERTY BY THE SUBLICONSEE OF LICENSOR; OR (D) ANY ADVERTISING OR OTHER PROMOTIONAL ACTIVITIES BY LICENSEE WITH RESPECT TO ANY OF A- C.

7.2 LICENSEE WILL INDEMNIFY AND HOLD LICENSOR, AND ITS OFFICERS, EMPLOYEES, OR AGENTS, HARMLESS IN THE EVENT LICENSOR, OR ITS OFFICERS, EMPLOYEES, OR AGENTS, IS HELD LIABLE BASED ON USE OF ANY SHARED INTELLECTUAL PROPERTY PROVIDED BY LICENSEE.

## **VIII. Termination**

8.0 LICENSEE's obligations under this Agreement relating to any individual article of ACP INTELLECTUAL PROPERTY or SHARED INTELLECTUAL PROPERTY, will end upon the expiration of the term of the underlying intellectual property right.

8.1 LICENSEE may terminate this Agreement immediately by terminating LICENSEE's status as an ACTIVE ACP MEMBER, in accordance with the rules governing ACP membership termination.

8.2 Termination of part of this Agreement in accordance with Sections 8.01 above, or otherwise, will not excuse LICENSEE from the Licensee Obligations of Article VI applicable to the surviving part. Survival of this Agreement in part will not deprive LICENSOR of the right to enforce its legal rights against LICENSEE that are applicable to the terminated part of the Agreement.

8.3 Termination in whole or in part of this Agreement does not affect the grant of a perpetual non-exclusive license with the limited right to sublicense for any intellectual property owned by LICENSEE that LICENSEE posts in the specified location for sharing intellectual property. Termination of the perpetual non-exclusive license must be done in a separate written agreement with LICENSOR.

## **IX. Severability**

9.0 The parties agree that if any part, term, or provision of this Agreement is found illegal

or in conflict with any valid controlling law, the validity of the remaining provisions will not be affected thereby.

9.1 In the event the legality of any provision of this Agreement is brought into question because of a decision by a court of competent jurisdiction of any country in which this Agreement applies, LICENSOR, by written notice to LICENSEE, may revise the provision in question or may delete it entirely so as to comply with the decision of said court.

**X. Choice of Law**

10.00 This Agreement will be construed, interpreted, and applied in accordance with the laws of the State of Michigan.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed by their duly authorized officers on the respective dates and at the respective places hereinafter set forth.

LICENSEE

**AGREEMENT:** By signing this Electronic Signature Acknowledgment Form, I agree that my electronic signature is the legally binding equivalent to my handwritten signature. Whenever I execute an electronic signature, it has the same validity and meaning as my handwritten signature.

**Electronic Signature: \***

\_\_\_\_\_

Please type your First and Last Name      Date

I understand that checking this box constitutes a legal signature confirming that I acknowledge and warrant the truthfulness of the information provided in this document.

LICENSOR  
Alliance of Comprehensive Planners

By: Joanne Warren

Title: Executive Director

Signed: *Joanne Warren*

Date: 6/23/2017