

# License and Certification Agreement

## (Live) Video Option

Whereas, The American Academy of Etiquette (AAE) has developed and owns its proprietary **The Manners to Go™** program and an Etiquette Training Program titled *The Manners To Go Train To Be an Etiquette Instructor* for children ages 4 through 18 years of age and is available in the following Program Components:

Preschool

Elementary School

Middle School

High School

Whereas, AAE desires to license these Program Materials to individuals and institutions for the sole purpose of teaching children and teenagers etiquette from the unique and proprietary Curriculum, Lesson Plans, and Handouts.

Whereas, AAE also provides a Certification Program that allows individuals and institutions to become certified by AAE via live video which includes many additional benefits and features of certification including:

- All Curriculum, Lesson Plans and Handouts
- Use of the Manners To Go™ logo and affiliation
- Advice for Marketing Program
- Four-Six hours of 1.1 video training in presenting and teaching the Program
- All updates and revisions during the License period
- On-going support for (1) year during three year term

Whereas, the Licensee desires to use the Program Materials in educating children ages 4 through 18 in the area of, but not limited to, social etiquette, dining skills and manners and to become certified by The American Academy of Etiquette to teach this proprietary educational series.

Now therefore, in consideration of the premises, and the mutual promises contained herein, the parties agree as follows:

1. Licensed Materials. In conjunction with this License and Certification Agreement, the Licensee shall receive electronically the following Program Materials for the requested Program Components indicated below
  - Lesson Plans
    - Curriculum for Preschools
    - Curriculum for Elementary School Students
    - Curriculum for Middle School Students
    - Curriculum for High School Students
  - Additional Materials
    - The color and use Manners To Go color and use placemat file
    - Logos for reprint purposes
    - Certification by The American Academy of Etiquette and Manners To Go
    - Marketing Guidebooks
    - Licensee is entitled and will receive all upgrades and future revisions to the Program Materials that are published during the license period.
2. Term. This agreement shall be binding for three years from the Effective Date. Licensee can renew this Agreement with Notice to AAE within 15 days of the expiration of the Term for an additional three years at the cost of \$750.

3. Fee. The fee for the Certification and Licensed Materials is \$2,900. Materials shall be supplied upon receipt of full payment.
4. Scope of License. Subject to the restrictions set forth in herein, it is understood and agreed that Licensee has the non-exclusive right to use the Materials as a resource to conduct programs and/or offer consultant services as an independent consultant in the areas of etiquette and dining skills for children ages 4-18.
  - a. Licensee is granted a Non-Exclusive License to duplicate the Program Materials and distribute, one copy per student, in classes or events taught by Licensee during the term of this Agreement and any renewals.
  - b. General distribution and/or Reprint of the Materials is prohibited.
  - c. The rights granted to Licensee under this under this license do not include the right to modify, make derivative works, or to otherwise change the content or illustrations contained in the materials.
  - d. Manners to Go™ should be prominently placed on any distributed materials; however, Licensee is permitted to add its own logo/name to the Materials prior to distribution to its clients.
  - e. Licensee may use the Manners to Go™ logo and hyperlink to the Manners To Go™ website in promoting and advertising its educational and consulting services.
  - f. Except for inclusion of a brief quotation in a review or news story for publicity purposes (in the event Licensee is interviewed) where credit is given to AAE, no part of the Program Materials shall be adapted, printed, published, reproduced, duplicated, distributed, transmitted, or transferred without written permission from AAE.

- g. Licensee shall not use the Program Materials in or as the basis of a film, video, television or radio program, article, story, brochure, book or any written published or unpublished work without the written permission from AAE.
- h. Licensee shall not sell, loan, lease or translate to another language, any Program Materials and shall not permit or sublicense others to do so.
- i. Licensee may use the Program Materials to teach etiquette programs to individuals and groups. Licensee may not use the materials to train others to teach etiquette. Licensee shall not permit others to present or teach a program using all or part of the Program Materials.

5. Relationship of the Parties. This Non-Exclusive License does not create any other legal relationship between the parties.

- Licensee is not an agent, employee, affiliate or otherwise legally connected to AAE.
- Licensee may advertise Licensee has completed the certification process to teach the *Manners To Go Train To Be an Etiquette Instructor Program* as developed by Manners To Go™ and The American Academy of Etiquette.

6. Proprietary Product and Non-Exclusivity. It is expressly understood and agreed that the Materials constitute a valuable proprietary product and trade secret of Licensor embodying substantial creative efforts and confidential information, ideas, and expressions.

- Licensee acknowledges that Manners To Go™ is a registered trademark and no authorization is given to use Manners To Go™ or The American Academy of Etiquette except as permitted herein.

- Licensee is not permitted to remove any trademark or copyright identification from the Materials.
  - In the event it comes to Licensee's attention that a third party is improperly using, copying, or distributing the Materials in violation of the copyright or trademark rights of The American Academy of Etiquette or Manners To Go™, Licensee shall immediately notify Licensor in writing.
  - Licensor is permitted to license the Materials to other interested parties.
7. Title. Title to the Materials provided to the Licensee and all copies therefrom remains exclusively with Licensor and is protected by trademark and copyright laws.
8. Breach. In the event Licensee should breach the terms and conditions of this Agreement, the rights, authorization and licenses granted herein shall immediately terminate. Upon such termination Licensee shall immediately return all Materials.
9. Equitable Relief. Because of the unique and proprietary nature of the Materials, AAE's remedies at law may be inadequate and AAE shall be entitled to equitable relief, including without limitation, injunctive relief, specific performance or other remedies in addition to those available at law.
10. General Indemnity. Licensee agrees to defend, indemnify and hold AAE harmless from and against any and all claims, demands, liabilities, obligations, costs and expenses of any nature whatsoever arising out of or based upon the use of the Materials by Licensee, with the exception of claims of trademark or copyright infringement.

11. **Attorney's Fees.** In the event AAE must engage an attorney to enforce its rights under this Agreement, it shall be entitled to recover reasonable attorney fees.
12. **Choice of Law.** This agreement shall be governed by, construed, and enforced in accordance with the laws of the state of North Carolina. The parties hereto shall restrict themselves exclusively to the jurisdiction of courts within the state of North Carolina for any controversy arising out of this Agreement.
13. **No Assignment.** Licensee shall not sell, assign, or sublicense any of the rights, authorizations or permission granted herein.
14. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement. No modification or cancellation of any term or condition of this Agreement shall be effective unless signed in writing by both parties.

**Licensee agrees that they have read and understand the terms and conditions of the Licensing and Certification Agreement and will abide by these terms.**

**END OF AGREEMENT**

