

Association of Proposal Management Professionals (APMP)
Approved Training Organization (ATO) Intellectual Property Agreement

This Approved Training Organization Intellectual Property Agreement (“Agreement”) is made and entered into by and between the Association of Proposal Management Professionals, Inc., a Utah nonprofit corporation (“APMP”), and _____, a _____, (“Company”). Each will be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS Company will be entering into an APMG Agreement for Approved Organizations (“ATO Agreement”) with APMP’s APM Group Limited, APMP’s authorized Examination Services provider, for use of APMP’s intellectual property as an Approved Training Organization (ATO), such agreement being incorporated hereto by reference;

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties agree as follows:

1. Rights of an ATO

A. Intellectual Property (IP)

(i) APMP Trademarks: The Company will have a limited, non-sublicensable, royalty-free license to use APMP’s name and logo, as well as the names and logos of APMP’s different examinations for which they are providing training. The use of these trademarks will be used solely for the purposes of advertising the trainings and for referring to the Company as an APMP ATO.

(ii) APMP Materials/Training: The Company will be granted a limited, non-sublicensable, royalty-free license to use APMP’s copyrighted and trademarked training packets and information. This information shall be used solely for purposes of designing and presenting Company’s courses as an APMP ATO.

(iii) IP Restrictions: All use of APMP’s intellectual property is subject to the conditions described in Section 4 below.

B. Recognition: As an ATO, Company will be recognized by APMP as an ATO and will be included in APMP’s list of ATOs, which is available upon request or through APMP’s website at [Approved Training Organizations - APMP](#). Company grants a license to APMP to use its trademarks for this specific purpose only.

2. Term/Termination

A. Term: The term of this Agreement, as well as the attached ATO Agreement, shall continue until terminated as stated in this Section.

B. Termination Company: Company may terminate this Agreement at any time, for any reason, upon providing ten (10) days' notice to APMP.

C. Termination by APMP: Upon one hundred twenty (120) days' notice, APMP shall, in its own discretion, have the right not to terminate this Agreement and the attached ATO Agreement for any reason. In the event that Company breaches this Agreement then APMP may terminate this Agreement with no notice after a period of ten (10) days with which to cure such breach.

D. Termination of ATO Agreement. This Agreement will terminate automatically and immediately upon termination of the ATO Agreement by either APMG or Company.

E. Effect of Termination: Immediately upon the termination of this Agreement, the Parties shall return or cease using all of the other company's intellectual property or adaptations thereof (trademarks, copyrights and trade secrets). Neither Party shall be entitled to continue using the other party's Intellectual Property after termination of this Agreement, including fair use for copyrights and trademarks. Sections 2, 3, 4 and 5 shall survive the termination of this Agreement.

3. No Endorsement

Under no circumstances will APMP be expected to endorse or promote the Company beyond what is specified in this Agreement or its products or services, nor will any such endorsement or promotion be implied or construed. Company will not state nor imply, orally nor in writing that APMP including its officers, directors, or employees endorse Company or respective products, beyond what is specified in this Agreement.

4. Intellectual Property Conditions

A. Use Restrictions: Company's use of APMP's intellectual property must comply with APMP's written usage policies, as may be communicated from time to time. APMP's Marks shall include the registered trademark symbol or the common law trademark symbol, as appropriate, and all use of APMP's copyrighted information should include notice of copyright and APMP attribution unless otherwise specified in writing.

B. Inurement: Each Party agrees that: (i) except as expressly set forth in this Agreement, it has no rights, title or interest in or to the other's intellectual property or derivations thereof; and (ii) all use of the other's intellectual property (and any goodwill associated therewith) will inure to the exclusive benefit of the party that owns it.

C. Reservation of Rights: All rights not expressly granted in this Section are hereby reserved by the Parties. Accordingly, each Party is prohibited from using the other's Intellectual Property in any manner that is not expressly and unambiguously authorized by this Section.

D. Reputation: In order to maintain the value of APMP’s credentials, as a steward of APMP’s training and certifications, Company must maintain a good public reputation for itself and for APMP. Company’s executives and trainers must compliance with APMP’s Code of Ethics and Professional Responsibility.

5. Miscellaneous

A. Entire Agreement: This Agreement and all documents incorporated herein by reference (i) constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof; (ii) supersedes and replaces all prior Agreements, oral and written, between the Parties relating to the subject matter hereof; and (iii) may be amended or assigned only by a written instrument clearly setting forth the amendment(s) and executed by both Parties.

B. Indemnification: Company shall defend, indemnify and hold harmless APMP its officers, directors and employees from any loss, liability, damage, cost, or expense (including reasonable counsel fees and litigation costs), arising out of any third party claims or suits (collectively, “Claims”) that may be made or brought against APMP by reason of any infringement of any patent, trademark, copyright or trade secret right of a third party resulting from any services provided under this Agreement.

C. Independent Organizations: Each Party to this Agreement is an independent organization and this Agreement shall not be construed as creating a joint venture, partnership or agency relationship between the Parties hereto.

D. Headings: Captions and headings to sections are included solely for convenience and are not intended to affect the interpretation of any provision of this Agreement.

E. Third Party Rights: This Agreement is not intended and shall not be construed to create any rights for any third party.

F. Governing Law and Jurisdiction: All questions with respect to the construction of this Agreement or the rights and liabilities of the Parties hereunder shall be determined in accordance with the laws of the Commonwealth of Virginia and the United States of America.

G. Counterparts: This Agreement may be executed in one (1) or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

H. Severability: All provisions of this Agreement are severable. If any provision or portion hereof is determined to be unenforceable by a court of competent jurisdiction, then the remaining portion of the Agreement shall remain in full effect.

SIGNATURE PAGE TO FOLLOW

