Effective Date: **[Day - Month - Year]** – to be filled in by AccountAbility

**AA1000 Training Licensing Agreement**

This Training License Agreement (“**Agreement**”) is between AccountAbility AA1000 CIC, a U.K. community interest company (“**AccountAbility**”), with its U.S. offices located at 515 Madison Avenue, New York, NY 10022, USA, and:

|  |  |
| --- | --- |
| Name (“**Licensee**”): |  |
| Principal Place of Business  Street Address  City, State, Country, Zip Code |  |

Each of AccountAbility and Licensee may hereinafter be referred to as a "**Party**," and collectively, the "**Parties**".

**1. SCOPE**. AccountAbility has developed and manages the “**AA1000 Series of Assurance Standards**” (“**AA1000**”) which are principles-based frameworks used by public and private organizations for performance in accountability, responsibility, and sustainability, available at <https://www.accountability.org/standards/>. By this Agreement, AccountAbility and Licensee desire for Licensee to create and offer online training courses based on AA1000 modules ("**Course Content**") and license to AccountAbility certain rights in such Course Content.

**2. LICENSE GRANT**. AccountAbility hereby grants Licensee a non-exclusive, nontransferable, non-assignable, royalty free, non-divisible, and personal right and license during the Term of this Agreement, to use the AA1000 modules (such “**Modules A, B and C**” to be further provided by AccountAbility and further available at <https://www.accountability.org/standards/training/> for the purposes of developing, creating and offering Course Content to students and participants (“**Participants**”) in strict compliance with and subject to the terms of this Agreement. Licensee agrees and understands that when creating Course Content, License shall develop ways to explain and/or clarify the AA1000 Standard, but Licensee does not have the right to alter or modify the AA1000 Standard itself.

**3. COURSE CONTENT.**

**3.1. Course Specifications Document**. Before launching any Course, the Parties must complete a mutually-agreed-upon Course Specifications Document, specifying Course alignment with the AA1000 Modules, details, duration, and related matters, and meeting the Course Criteria (defined in Section 3.2 below). The Course Specifications Document shall be provided by Licensee and must be approved by AccountAbility (the “**Approval**”). The Course Specifications Document shall include all the training materials that Licensee plans to make available to Participants as part of the Course.

**3.2. Course Required Criteria.** Courses made available by Licensee must meet certain minimum standards, which are to be further provided by AccountAbility (the "**Course Criteria**"). At minimum, the Course Criteria shall include (i) Courses must align and meet the requirements to deliver Modules A, B and C as provided by AccountAbility; (ii) Courses must be taught by qualified individuals ("**Instructors**") meeting the training provider requirements defined by AccountAbility; and (iii) Courses must include requirements for Participants to obtain certifications.

**3.3. Consent and Required Releases.** As between Licensee and AccountAbility, Licensee will be responsible for reviewing and obtaining any necessary licenses, waivers, or permissions with respect to any third-party rights to Course Content provided by Licensee. Licensee is responsible for complying with applicable laws and regulations with respect to Course Content- based accommodations for Participants with disabilities.

**3.4. Course Content Collaboration.** Licensee will designate a main point of contact ("**PoC**'), project manager, and/or any other individuals as requested by AccountAbility to enable Course Content creation, collaboration and approval on matters pertaining to the Parties' duties under the Agreement. AccountAbility will designate a dedicated course manager as the primary contact for Licensee on any issues relating to the Course Content, approval, administration and related matters.

**3.5. Course Development Timeline.** Licensee will use reasonable efforts to provide Course Content to AccountAbility for review and Approval sufficiently in advance of any planned training launching, and further in accordance with the timelines and related guidelines issued by AccountAbility.

**3.6. Course Content Errors.** If during the Approval process, AccountAbility indicates errors and/or sections in the Course Content that need to be corrected, Licensee represents that it will correct, in a timely fashion, any such errors in the Course Content and that it will resubmit for Approval. Licensee agrees and understand that Licensee cannot provide Courses until Couse Content is approved by AccountAbility. Once AccountAbility has Approved the Course Content, Licensee may not unilaterally make any material changes, modifications or alterations to the Course Content. Any material changes need to be re-Approved by AccountAbility.

**3.7. Content Appropriateness.**  Without limitation, AccountAbility reserves the right to reject Course Content that: (i) is of low quality or otherwise fails to meet Course Criteria; (ii) constitutes inappropriate advertising content (as opposed to content with a direct pedagogical purpose); (iii) AccountAbility reasonably determines may violate applicable law; (iv) is in violation of any of AccountAbility’s policies or instructions, as provided to Licensee in writing; and/or (v) any other reason as reasonably determined by AccountAbility. AccountAbility will endeavor to work collaboratively with Licensee on Course Content decisions but reserves the right to temporarily suspend reasonably objectionable Course Content, pending discussions with the appropriate Licensee representative regarding the content.

**3.8. Course Suspension or Removal.**  If AccountAbility provides Licensee with a notice of suspension or removal related to Course Content that has not been approved by AccountAbility, and/or that has been altered or modified after Approval in a way that would have not obtained Approval in the first place, Licensee agrees and understands that the license granted Section 2 will be immediately suspended. Licensee agrees to work with AccountAbility in good faith to solve and/or correct the affected Course Content.

**3.9. Third Party Claims.** Should either Party receive a written notice from a third party alleging infringement of its intellectual property rights arising from the Course Content, or receive notice of a governmental inquiry relating to the Course Content, that Party will promptly notify the other Party and the Course Content subject to the claim or inquiry may be removed or suspended until the issue is addressed.

**4. OWNERSHIP RIGHTS AND OTHER LICENSES**

**4.1. Ownership.** As between the Parties, (i) AccountAbility retains all rights in the AA1000 Standards and in the Modules; and (ii) Licensee retains all rights in the Course Content exclusive of AccountAbility’s AA1000 Standards and Modules, and except for the license rights granted under this Agreement.

**4.2. Translations.**  Prior to Licensee’s use of the AA1000 Modules for developing Course Content, including but not limited to translations to other languages than English ("**Translations**"), Licensee shall confirm with AccountAbility the availability of official Translations for the AA1000 Modules. If there’s an official Translation to the language that Licensee seeks, Licensee agrees to use such Translation and not to re-create the same. In the event that a Translation does not exist, AccountAbility hereby grants to Licensee a non-exclusive, nontransferable, non-assignable, royalty free, non-divisible, and personal right and license during the Term of this Agreement, to make Translations of the AA1000 Modules solely to the extent necessary to create Course Content and solely provided that an original Translation does not exist. Licensee further represents that it shall provide to AccountAbility a copy of any Licensee Translation for quality verification purposes. For purposes of clarification, nothing in this Agreement shall prevent the Licensee or any third party authorized by the Licensee from independently developing and offering any translations, adaptations, captioning, encoding, transcripts or video annotations of the Course Content proprietary to Licensee.

**4.3. License to Course Content.** Licensee grants to AccountAbility a nonexclusive, sub-licensable, perpetual, irrevocable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use Course Content and any Licensee Translations on AccountAbility Properties and for reasonable marketing purposes. Course Content may be incorporated into fixed media displays of AccountAbility products (for example, screenshots or video demonstrations of AccountAbility products for marketing purposes) under a license that will be perpetual and irrevocable for those fixed media uses. Notwithstanding the foregoing, AccountAbility shall not no use the Course Content for any other commercial use, particularly, AccountAbility shall not provide Licensee’s Course Content to another licensee for its commercial own use. For purposes of this Agreement, “**AccountAbility Properties**” mean collectively AccountAbility websites, internet properties, mobile apps, online platform and standards.

**4.4. License to Strategic Content.** AccountAbility and Licensee may collaborate to choose strategic Course Content ("**Strategic Content**") for use on properties maintained by content distribution partners with whom AccountAbility has a contractual relationship ("**Distribution Licensees**"), for purposes of creating brand awareness for both Licensee and AccountAbility. Subject to the Licensee granting its written consent prior to the use by AccountAbility of Strategic Content on properties maintained by Distribution Licensees, Licensee grants to AccountAbility a nonexclusive, sub-licensable, worldwide license to copy, distribute, modify, create derivative works based on, publicly perform, publicly display, and otherwise use Strategic Content in connection with making the Strategic Content available through Distribution Licensees' properties.

**4.5. Marks Usage License.** Each Party grants the other a non-exclusive, non-assignable, limited, worldwide license (without right to sublicense) to use its name, brand name, service marks and logos (the "**Marks**") solely in connection with the offering of Course Content, and in the marketing, promotion, and advertising of each Party's brand and services, solely in accordance with the granting Party's policies and guidelines, which may be updated from time to time. The Parties agree that any and all permitted use of the other Party's Marks and any goodwill established in connection therewith will inure to the exclusive benefit of the granting Party. The Marks of a granting Party are and will remain the sole and exclusive property of that Party. In particular, Licensee grants AccountAbility the right to publish Licensee’s name and information as part of AccountAbility’s web-list of licensed training providers, licensed programs, and Certified Participants (as set forth below).

**4.6. Grant of Verified Certificates.** The Parties agree that in connection with the licenses granted in Section 4.5 above, Licensee agrees that AccountAbility will issue verified certificates to Participants who have signed up for and achieved the requirements associated with the verified certificate, i.e. the completion of the applicable Modules as set forth below.

(a) On completion of the AA1000 Module A, Participants will be issued a “**Stakeholder Engagement Practitioner Certificate**”; and,

(b) On completion of the AA1000 Modules A and B, Participants will be issued a “**Sustainability Practitioner Certificate**”; and,

(c) On completion of the AA1000 Modules A, B and C, Participants will be issued an “**Associate Certified Sustainability Assurance Practitioner Certificate**”.

Licensee will provide to AccountAbility the list of Participants and the Modules completed upon the termination of each Course and AccountAbility shall issue the verified Certificates upon such completion. Such verified certificates shall include AccountAbility's logo and any wording as may be approved in advance by the Parties.

**4.7. No Implied Licenses.** Except as otherwise expressly granted in this Agreement, no license or other rights under a Party's intellectual property rights is granted to the other Party, by implication, estoppel or otherwise.

**5. CONSIDERATION.**

**5.1. License.**  In consideration for the rights and licenses granted to Licensee hereunder, the Licensee agrees to pay to AccountAbility without offsets or deductions an annual license fee (the “**License Fee**”), upon entering this Agreement and/or upon renewal of this Agreement, as applicable.

**5.2. Revenue Share.** Additionally, AccountAbility will receive a percentage of Net Sales Revenue received for each Participant attending a Course. "**Net Sales Revenue**" means sales receipts for Courses that are past any refund period.

**5.3. Payment Terms.** All payments provided for by this Agreement shall be due and payable within thirty (30) days of invoice date. The License Fee and the Net Sales Revenue percentage shall be as indicated in Schedule 1. Licensee, in its sole discretion, shall determine the prices at which it sells its Courses.

**5.4** **Taxes.** Each Party will be responsible for the payment of all federal, state, and local sales, use, value added, or other taxes that are levied or imposed on it by reason of the transactions under this Agreement (other than for taxes based on the other Party's income). If a Party is required to pay any such taxes for which the other Party is responsible, then the taxes will be billed to and paid by such other Party.

**5.5. Record Keeping and Reporting.** Licensee agrees to maintain full, clear, and accurate records regarding Participants’ enrollment in Courses, evidence of Course fees paid, and any other evidence pertaining to compliance with the requirements contained in this Agreement. Licensee agrees to provide AccountAbility (on a quarterly basis) with copies of its Participants list and payments provided . Upon AccountAbility reasonable request, Licensee shall allow AccountAbility (or its authorized third-party auditor) to inspect, audit, copy, or abstract, all of its books, records, papers, or other documents relevant to this Agreement.

**6. CONFIDENTIALITY AND PUBLICITY.**

**6.1. Definition.** "**Confidential Information**" means information disclosed by (or on behalf of) one party to the other party under (or in connection with) this Agreement that is marked as confidential or would normally under the circumstances be considered confidential information of the disclosing party, but in any event, Confidential Information does not include information that the recipient already knew, that becomes public through no fault of the recipient, that was independently developed by the recipient or that was lawfully given to the recipient by a third party.

**6.2. Confidentiality Obligations.** The recipient of any Confidential Information will not disclose that Confidential Information except to affiliates, employees, agents and professional advisors who need to know it and who have agreed in writing (or in the case of professional advisors are otherwise bound) to keep it confidential. The recipient will ensure that those people and entities use such Confidential Information only to exercise rights and fulfill obligations under this Agreement, while using reasonable care to protect it. The recipient may also disclose Confidential Information when required by law after giving reasonable notice to the discloser, if permitted by law.

**6.3. Return.** Each Party hereby agrees to, within 30 days after Termination of the Agreement: (i) return all documents and tangible items it or its employees or agents have received or created pursuant to this Agreement pertaining, referring or relating to the other Party's Confidential Information and (ii) return or certify in a writing attested to by a duly authorized officer of such Party that it has destroyed all copies thereof.

**7. PARTICIPANT DATA.** Each Party's use of Participant personal data and other information, including emails, will be subject to the Party’s privacy policy and all applicable laws, including anti-spam legislation in any jurisdiction the Course Content is available to Participants. For the avoidance of doubt, where applicable law mandates express consent from the Participant prior to sending marketing communications to the Participant, and the disclosure of such use in a Party's Privacy Policy does not by itself satisfy the requirements such law, Licensee must obtain the appropriate consent directly from Participants. Subject to applicable law, each Party will treat as Confidential Information any and all Participant data and/or non-public information received from the other Party.

**8. REPRESENTATIONS AND WARRANTIES.**

**8.1. Representations**. Each party represents and warrants that it has full power and authority to enter into this Agreement. Licensee further represents and warrants to AccountAbility that: (a) to its knowledge, use of the Course Content on the Platform will not infringe the intellectual property rights of a third party; (b) all Courses provided by Licensee will satisfy the Course Criteria; and (c) that any Licensee Translations shall reflect the content and meaning of the original text and constitute a complete and accurate translation of the original document.

**8.2. Disclaimer.** EXCEPT AS EXPRESSLY SET FORM IN SECTION 8, THE AA1000 STANDARDS ARE PROVIDED BY ACCOUNTABILITY "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. ACCOUNTABILITY MAKES NO REPRESENTATIONS ABOUT ANY CONTENT OR INFORMATION MADE ACCESSIBLE BY OR THROUGH ITS PRODUCTS AND SERVICES. EXCEPT AS EXPRESSLY SET FORM IN SECTION 8, ALL COURSE CONTENT AND COURSES PROVIDED BY LICENSEE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

**9. LIMITATION OF LIABILITY.**

**9.1. Limitation of Liability.** EXCEPT FOR THE ITEMS IN SECTION 10.3: (A) NEITHER PARTY WILL BE LIABLE (UNDER ANY THEORY OR CIRCUMSTANCE) FOR LOST REVENUES OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; AND (B) NEITHER PARTY'S AGGREGATE LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL EXCEED THE REVENUE RECEIVED, RECOGNIZED, AND RETAINED BY SUCH PARTY IN CONNECTION WITH THE MONETIZATION OF LICENSEE COURSES UNDER THIS AGREEMENT IN THE 12 MONTHS PRECEDING THE DATE ON WHICH THE CLAIM FOR DAMAGES OR LIABILITY AROSE.

**9.2. Exclusions.** Nothing in this Agreement excludes or limits either party's liability for: (a) fraud or fraudulent misrepresentation; (b) breach of Section 6 (Confidentiality); (c) obligations under Section 10 (Indemnification); and (d) matters that cannot be excluded or limited under applicable law.

**10. INDEMNIFICATION.**

**10.1. Indemnification by Licensee.** To the extent permitted by law, Licensee will indemnify, defend, and hold harmless AccountAbility, its affiliates, and each of their officers, directors, employees, and agents (the "**AccountAbility Indemnitees**") from and against any and all losses, damages, costs, expenses (including reasonable attorneys' fees and expenses), or other liabilities ("**Losses**"), arising out of or resulting from any third-party claim asserted against any AccountAbility Indemnitee to the extent relating to: (a) any Course Content, including any violation or infringement of any third-party intellectual property rights or claims of defamation, invasion of privacy, right to publicity, or unfair competition; or (b) marketing communications to Participants by Licensee that are claimed by such third party to be in violation of applicable law.

**10.2. Indemnification by AccountAbility.** AccountAbility will indemnify, defend, and hold harmless Licensee and its officers, trustees, employees, and agents (the "**Licensee Indemnitees**") from and against any and all Losses, arising out of or resulting from any third-party claim asserted against any Licensee Indemnitee to the extent relating to any violation or infringement of any third-party intellectual property rights arising out of the AA1000 Modules.

**10.3. Procedures.** Each Party's right to indemnification under this section is conditioned on the Party seeking indemnification ("**Indemnified Party**"): (a) giving prompt written notice of, and tendering any such claim to, the other Party ("**Indemnifying Party**"); (b) permitting the Indemnifying Party to solely defend or settle any such claim at its sole expense, provided, however, that (i) the Indemnifying Party will not enter into any settlement agreement that would result in any admission by the Indemnified Party or payment by the Indemnified Party without the Indemnified Party's prior written consent, and (ii) the Indemnified Party may at its election participate in the defense of such claims through separate counsel at its own expense; and (c) providing the Indemnifying Party all reasonable assistance (at the expense of the Indemnified Party) in connection with the defense or settlement of any such claims. THE INDEMNITIES ABOVE ARE THE ONLY REMEDY UNDER THIS AGREEMENT FOR VIOLATION OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS.

**11. TERM AND TERMINATION.**

**11.1. Term.** Unless earlier terminated, this Agreement will commence on the Effective Date and will continue in effect for one (1) year (the “**Initial Term**”). Thereafter, this Agreement shall automatically renew for successive terms of one (1) year each (each a “**Renewal Term**” and together with the Initial Term shall be referred to as the “**Term**”).

**11.2. Termination.**

**(a) Termination for Cause.** Either Party may terminate this Agreement, upon written notice to the other Party: (a) if such other Party commits a material breach of this Agreement, which breach is not cured within 30 days of receipt of written notice of such breach from the non-breaching Party; (b) immediately if such other Party has a receiver appointed, or an assignee for the benefit of creditors or in the event of any insolvency or inability to pay debts as they become due, except as may be prohibited by applicable bankruptcy laws; or (c) immediately if the acts or omissions of such other Party adversely or negatively cause or result in material damage to or loss of a Party's reputation.

**(b) Termination without Cause.** Either Party may terminate this Agreement upon providing at least 90 days' prior written notice of such termination to the other Party, however, upon termination by Licensee, no refunds are due for annual License Fees already paid.

**(c) Consequences of Termination**. Termination of this Agreement for any reason does not relieve either Party of its obligation to pay any amounts owed to the other Party that became due prior to such termination. Upon any termination of this Agreement, each Party will promptly return all Confidential Information (other than this Agreement) of the other Party in its possession or control. In the event of termination of this Agreement by either Party, all rights and obligations under this Agreement will immediately cease.

**11.3. Surviving Provisions.** The following provisions will survive any expiration or termination of this Agreement: Sections 4.1 through 4.4, 4.7, 5.4, 6, 7, 8.2, and 9-13.

**12. NOTICES.** All notices must be in writing and addressed to the attention of the other Party's legal department and primary point of contact. Notice will be deemed given: (a) when verified by written receipt if sent by personal or overnight courier, when received if sent by mail without verification of receipt, or within five business days of posting if sent by registered or certified post; or (b) when verified by automated receipt or electronic logs if sent by email, explicitly provided by one Party to the other Party for this purpose, provided that if a notice is sent by email to AccountAbility, a copy must also be sent to [standards@accountability.org](mailto:standards@accountability.org).

**13. GENERAL.** This Agreement, and all documents referenced herein, is the Parties' entire agreement relating to its subject and supersedes any prior or contemporaneous agreements on that subject. Nothing in this Agreement shall limit a Party's ability to enter into arrangements and/or agreements with any third party. Neither Party may assign or transfer any part of this Agreement without the written consent of the other Party, except to an affiliate, but only if: (a) the assignee agrees in writing to be bound by the terms of this Agreement; and (b) the assigning Party remains liable for obligations incurred under the Agreement prior to the assignment. Any other attempt to transfer or assign is void. Neither Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and Internet disturbance) that was beyond the Party's reasonable control. Failure to enforce any provision of this Agreement will not constitute a waiver. If any provision of this Agreement is found unenforceable, it and any related provisions will be interpreted to best accomplish the unenforceable provision's essential purpose. The Parties are independent contractors, and this Agreement does not create an agency, partnership, or joint venture. There are no third-party beneficiaries to this Agreement. Nothing in this Agreement will limit either Party's ability to seek equitable relief. Any dispute under this Agreement or related to this Agreement shall be decided in accordance with the law of the State of New York, USA. Any dispute under this Agreement or related to this Agreement shall be submitted to binding arbitration by the American Arbitration Association. Damages shall be for actual damages only, punitive damages shall not be awarded. Any amendment must be in writing and expressly state that it is amending this Agreement. Each Party will comply with all federal, state and local laws and regulations, as amended from time to time, applicable to such Party's performance of its obligations under this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

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| --- | --- |
| **“ACCOUNTABILITY”** | **“LICENSEE”** |
| **AccountAbility AA1000 CIC**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: | **[NAME, Inc.]**  By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name:  Title:  Date: |

**SCHEDULE 1 - Training license pricing**

The **payment terms** are:

**License fee**

£2000 GBP (one time)

*Acceptance of a completed application form and fee implies no obligation on the part of AccountAbility to approve any Training Provider.*

**Royalty fees**

15% of selling price on course modules sold.

**Yearly renewal fee for licensed training providers**

£1000 GBP.