

CHAPTER NATIONAL OVERVIEW COURSE AGREEMENT

THIS AGREEMENT is made this ____ day of *month*, 2005, by and between the ACADEMY OF CERTIFIED HAZARDOUS MATERIALS MANAGERS, INC. whose principal office is at 17217 General Custer Way, Poolesville, Maryland 20837 (hereinafter referred to as "ACHMM"), and *Chapter XYZ, Inc.*, a *state* non-profit corporation in the State of *name* (hereinafter referred to as "CHAPTER").

WHEREAS, CHAPTER is an affiliated chapter of ACHMM; and

WHEREAS, CHAPTER wishes for ACHMM to approve and assist CHAPTER in being provided a copy (electronic) of the copyrighted ACHMM National CHMM Overview Course on CHAPTER's behalf, and ACHMM is willing to undertake to do so:

NOW, THEREFORE, in consideration of the mutual promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by ACHMM and CHAPTER,

IT IS AGREED:

1. Allocation/Use of Copyrighted Training Materials. ACHMM will provide one master copy (electronic) of the copyrighted ACHMM National CHMM Overview Course to CHAPTER in accordance with ACHMM policies and procedures. CHAPTER shall not transfer ownership, distribute copies partial or in its entirety other than to course students, or delegate course sponsorship authority to third parties without prior written approval by the ACHMM.

2. Standards. CHAPTER shall adhere to ACHMM National CHMM Overview Course Program Description, Sponsorship Criteria, and Trainer Qualifications Standard approved by the ACHMM.

3. Reporting. For each National CHMM Overview Course that CHAPTER sponsors, within fourteen (14) days after the end of the course, CHAPTER shall provide ACHMM a copy of student instructor critique reports.

4. Remittance. For each National CHMM Overview Course that CHAPTER sponsors, CHAPTER will pay ACHMM a royalty of \$35 per student from the total amount collected from course fees.

5. Limited services. ACHMM shall not be required to provide any other resources or support to CHAPTER sponsored courses aside from one master copy (electronic version on compact disk) of the ACHMM National CHMM Overview Course, and shall not be required to take any legal or other action to enforce any obligation of any CHAPTER sponsored course.

6. Limitation of liability. (a) ACHMM's liability for any and all damages and expenses incurred by CHAPTER on account of any breach of this Agreement by ACHMM shall be limited to amounts of CHAPTER's royalties actually collected by ACHMM. Under no circumstances shall ACHMM be liable for any consequential damages, including damages in the nature of loss of income, even if it has been advised of the possibility of such damages.

(b) CHAPTER's liability for any and all damages and expenses incurred by ACHMM on account of any breach of this Agreement by CHAPTER shall be limited to amounts of CHAPTER's royalties actually collected by ACHMM. Under no circumstances shall CHAPTER be liable for any consequential damages, including damages in the nature of loss of income, even if it has been advised of the possibility of such damages.

5. Agency. Except as set forth in this Agreement, ACHMM and CHAPTER agree that this Agreement is not intended to create an agency relationship of any kind; and both agree not to contract any obligation in the name of the other, not to use each other's credit in conducting any activities under this Agreement, and not to accept service of legal process against the other.

6. Indemnification. (a) CHAPTER agrees to indemnify and hold ACHMM harmless from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred on account of any activities conducted by CHAPTER. ACHMM and CHAPTER will promptly notify each other upon receipt of any claim or legal action arising out of CHAPTER's activities. The rights and responsibilities established in this Section 6 shall survive indefinitely the termination of this Agreement.

(b) ACHMM agrees to indemnify and hold CHAPTER harmless from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses incurred on account of any activities conducted by ACHMM. ACHMM will promptly notify CHAPTER upon receipt of any claim or legal action arising out of ACHMM's activities when it appears that a claim or legal action might also be brought against CHAPTER with respect to the same actions.

7. Term. This Agreement shall be effective on the date above written, and shall continue in effect until terminated pursuant to paragraph 8.

8. Termination. (a) In general. Either ACHMM or CHAPTER may terminate this Agreement upon 90 days' notice in writing to the other party. Agreement shall be in effective for a period of three (3) years from the date signed. Upon termination, CHAPTER shall return the electronic master copy of the copyrighted ACHMM National CHMM Overview Course to ACHMM.

(b) For cause. Either ACHMM or CHAPTER may terminate this Agreement immediately upon written notice to the other in the event of the other's insolvency, fraud, willful misconduct, or substantial breach of this Agreement.

9. Mediation and arbitration of disputes. The parties agree that all disputes arising under this Agreement shall be resolved exclusively by mediation jointly by legal counsel for ACHMM and CHAPTER, or by arbitration under the rules of the American Arbitration Association. Unless otherwise agreed, the arbitration, if any, shall take place in or near Rockville, Maryland. The arbitrator's decision shall be final and binding on all parties.

10. Waiver. Either party's waiver of, or failure to exercise, any right provided for in this Agreement shall not be deemed a waiver of any further or future right under this Agreement.

11. Successors and Assigns. This Agreement shall be binding on the parties, and on their successors and assigns, without regard to whether it is expressly acknowledged in any instrument of succession or assignment.

12. Captions. The captions of each paragraph of this Agreement are inserted solely for the reader's convenience, and are not to be construed as part of the Agreement.

13. Notices. Notices required by this Agreement shall be in writing and shall be delivered either by personal delivery, facsimile transmission, or certified or registered mail, return receipt requested, or by express mail, all postage and charges prepaid, to the addressee at its address set forth below, or as specified by subsequent written notice delivered by the party whose address has changed.

If to ACHMM: President
 Academy of Certified Hazardous Materials Managers, Inc.
 P.O. Box 1216
 Rockville, MD 20849
 (301) 916-3308 (fax)

If to CHAPTER: President
 Chapter XYZ, Inc.
 Address
 City, State Zip Code

14. Governing Law. This Agreement shall be governed in all respects by the laws of the State of Maryland.

15. Amendment. This Agreement constitutes the entire agreement between the parties relating to the copyrighted ACHMM National CHMM Overview Course, and supersedes all prior written or oral agreements. This Agreement may be amended only by a written agreement signed by both parties.

16. Warranty. Each of the parties warrants that the individual who executes this Agreement on its behalf has been duly authorized to do so.

IN WITNESS WHEREOF, the parties hereto have caused this Chapter National Overview Course Agreement to be executed by their duly authorized representatives.

**ACADEMY OF CERTIFIED
HAZARDOUS MATERIALS
MANAGERS, INC.**

Date: _____

By: _____
 President

Chapter XYZ , INC.

Date: _____

By: _____
President