

ACHMM NATIONAL OVERVIEW COURSE
SINGLE USE LICENSE

THIS SINGLE USE LICENSE AGREEMENT is made ____ **ENTER DATE AND YEAR HERE** _____, by and between the ACADEMY OF CERTIFIED HAZARDOUS MATERIALS MANAGERS, INC. (herein referred to as "ACHMM") whose principal office is at 17217 General Custer Way, Poolesville, Maryland 20837, and **COURSE SPONSOR** (hereinafter referred to as "SPONSOR").

WHEREAS, SPONSOR wishes for ACHMM to provide access to the latest electronic version of the copyrighted National CHMM Overview Course (hereinafter referred to as the "COURSE"), 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 SPONSOR,

IT IS AGREED:

1.0 DEFINITIONS

1.1 COURSE- Review course for hazardous materials sciences, laws, regulations, and practices developed by the ACHMM to assist individuals to prepare for the CHMM national certification examination administered through the Institute for Hazardous Materials Managers (IHMM).

1.2 National overview course materials include Microsoft PowerPoint electronic presentation files for each course module. Modules are then read using adobe acrobat.

1.3 CHMMCOURSE OVERVIEW DESCRIPTION- TBA

1.4 SPONSORSHIP CRITERIA

The following are the minimum conditions that need to be met in order for the ACHMM to authorize use of the COURSE:

- 1) ACHMM shall not have a local Chapter that has signed ACHMM's standard 3-Year Letter of Agreement (LOA) within 50 miles of the proposed National Overview Course (hereinafter referred to as the "NOC") offering location.
- 2) ACHMM shall have a current Affiliate Agreement with the SPONSOR'S National Organization.

- 3) The SPONSOR shall be in good standing with its National Organization.
- 4) The SPONSOR shall be a Member in good standing with the ACHMM, as well as a current Board Member or Committee Chair of the sponsoring organization.
- 5) The ACHMM Member noted in item 4 above (who is the party responsible for the execution of this agreement), agrees to be personally responsible for controlling access to the COURSE.
- 6) Access to the COURSE will be provided for a limited 1-time period starting 8 weeks prior to the start date of the NOC.
- 7) The SPONSOR agrees to pay a royalty equal to \$35.00 per student to ACHMM within 14 days after the start date of the NOC, and
- 8) Except as modified by this Agreement, SPONSOR agrees to be bound by all terms and conditions of the attached Chapter National Overview Course Agreement, the terms of which are hereby incorporated by reference.

1.5 TRAINER QUALIFICATION STANDARD- TBA

1.6 INSTRUCTOR CRITIC FORM- TBA

1.7 PROCTORING REQUIREMENTS- TBA

2.0 Use of Copyrighted Training Materials

The COURSE and all associated or derived materials shall remain the sole property of the ACHMM. SPONSOR shall not transfer ownership, REPRODUCE OR distribute copies of the COURSE or related or derived materials, partially or in entity, other than for SPONSOR use in COURSE presentation, or by a student enrolled in the COURSE, or delegate course sponsorship authority to third parties without prior written approval by the ACHMM.

3.0 Standards and Performance

During the term of this agreement, SPONSOR agrees to use only the course materials provided by ACHMM when providing any review course to assist persons preparing for the CHMM certification examination. Course materials may not be used for any other purpose without the written consent of ACHMM. The course may be revised at the sole discretion of ACHMM, and revised materials will be provided to the sponsor in a timely manner. Within fourteen days after receipt of the revised course materials, SPONSOR

will destroy and discard any and all materials relating to prior versions of course materials

SPONSOR may not edit, revise, or otherwise modify the course materials for use in any review course without prior written consent of ACHMM. Notwithstanding, SPONSOR may at its discretion supplement course materials; however, SPONSOR acknowledges that the indemnification in section 9 applies to any and all supplemental materials not provided by ACHMM as part of the COURSE.

When using course materials provided by ACHMM under this Agreement, SPONSOR shall adhere to ACHMM's National CHMM Overview Course Program Description, Sponsorship Criteria, and Trainer Qualifications Standard approved by ACHMM, and shall use the current instructor critique form. These documents initially shall be provided by ACHMM with the course materials. ACHMM may, in its sole discretion, revise the course materials and related documents at any time. In such event, revised materials will be provided to the SPONSOR in a timely manner.

SPONSOR shall collect from each course attendee, to the extent allowed by each attendee, the information and instructor critique required in Section 4 for reporting to ACHMM.

SPONSOR, at its sole discretion, will determine and charge a fee to all persons attending the course, provided that a \$35 royalty is paid to ACHMM for each and every student attending the COURSE.

4.0 Reporting See Schedule A

5.0 Remittance See Schedule A

6.0 Limited services

ACHMM shall not be required to provide any resources or support to SPONSOR except as set forth in this Agreement, and shall not be required to take any legal or other action to enforce any obligation of any person attending a sponsored COURSE.

7.0 Limitation of liability

ACHMM's liability for any and all damages and expenses incurred by SPONSOR on account of any breach of this Agreement by ACHMM shall be limited to the total amount of royalties actually paid to ACHMM by SPONSOR with respect to the COURSE. 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.

8.0 Agency

Except as set forth in this Agreement, ACHMM and SPONSOR 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.

9.0 Indemnification

(a) to the fullest extent permitted by law, SPONSOR 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 arising out of any negligent or reckless conduct, or willful misconduct, by SPONSOR; provided however, that this obligation does not extend to claims or legal action arising solely because of the content of the course materials, incurred on account of any activities conducted by SPONSOR. ACHMM and SPONSOR will promptly notify each other upon receipt of any claim or legal action arising out of course presentation activities. The rights and responsibilities established in this Section 9 shall survive indefinitely the termination of this Agreement.

(b) to the fullest extent permitted by law, ACHMM agrees to indemnify and hold SPONSOR harmless from any and all claims, losses, damages, liabilities, judgments, or settlements, including reasonable attorney's fees, costs, and other expenses arising out of any negligent actions of ACHMM; provided however, that this obligation does not extend to claims or legal action arising solely from the failure of any person to pass the COURSE or CHMM examination. ACHMM will promptly notify SPONSOR 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 SPONSOR with respect to the same actions.

10. Term.

This Agreement shall be effective on the date above written, and shall continue in effect for a one-time use of the course and will be terminated pursuant to Section 11.

11. Termination

(a) In general

Either ACHMM or SPONSOR may terminate this Agreement upon 30 days' notice in writing to the other party. Upon termination, SPONSOR shall destroy and discard all course materials relating to or derived from the copyrighted course.

(b) For cause

Either ACHMM or SPONSOR 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. Upon termination, SPONSOR shall destroy and discard all course materials relating or derived from to the copyrighted course to the ACHMM.

12. Mediation and arbitration of disputes

The parties agree that all disputes arising under this Agreement or from its breach, other than those settled through direct discussions between the parties or their representatives shall be resolved exclusively by mediation with the assistance of a neutral mediator mutually acceptable to the ACHMM and SPONSOR, and if the dispute is not resolved by mediation, then by arbitration under the rules of the American Arbitration Association. Unless otherwise agreed, any mediation and arbitration shall take place in or near Rockville, Maryland. The arbitrator's decision shall be final and binding on all parties. Notwithstanding any other provision in this Section 12, ACHMM has no obligation to mediate with a SPONSOR prior to arbitration when collecting royalties owed by the SPONSOR.

13. 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.

14. 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.

15. 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.

16. 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 SPONSOR: President
Affiliate Organization XYZ, Inc.
Address
City, State Zip Code

17. Governing Law

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

18. Amendment

This Agreement constitutes the entire agreement between the parties relating to the copyrighted COURSE, and supersedes all prior written or oral agreements. This Agreement may be amended only by a written agreement signed by both parties.

19. Warranty and Signature of Responsible Parties

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 SINGLE USE LICENSE FOR THE National Overview Course to be executed by their duly authorized representatives.

ACHMM

SPONSOR

By: _____
PRESIDENT

By: _____

Date: _____

Date: _____

SCHEDULE A

I. Course Administration and Reporting

1. Sponsorship Criteria- TBA

2. Trainer Qualification Standard- TBA

- a. Name, employment, education, other affiliations, professional positions, types of employment (for example but not limited to, industry, law, consulting, government, or academia) for each person presenting the COURSE.

3. Instructor Critic Form

- a. For each course that chapter sponsors, within fourteen days (14) after the end of the COURSE, chapter shall return copies of all critiques and copy of attendee list

4. Proctoring Requirements- TBA

5. Course Disclaimer

The purpose of the overview COURSE is to prepare the attendee to take the IHMM exam. It is not a guarantee that the attendee will pass the test.

II. Remittance

1. For any course sponsored, within fourteen days (14) after the end of the COURSE, sponsor shall pay ACHMM a fee (currently \$35) for each attendee of the COURSE. Any seats given free of charge to an attendee by sponsor will still require the royalty fee to be paid to ACHMM.