This document represents an agreement between Process Impact (the Licensor) and [licensee] (the Licensee) regarding a non-exclusive licensing of training materials developed and owned by the Licensor.

|  |  |
| --- | --- |
| **Materials** | Process Impact shall provide to Licensee all materials associated with Process Impact’s training course titled [TITLE], specifically:   1. A Microsoft PowerPoint version of all slides. 2. A complete set of instructor notes for the slides, in the PowerPoint Notes view. 3. Suggested time allocations for the various sections of the course. 4. A Microsoft Word file containing the work aids and worksheets that accompany the course. 5. A Microsoft Word file containing descriptions and outlines of the 1-, 2-, and 3-day versions of this course. 6. A Microsoft Word file of a white paper titled “[TITLE]”. 7. Suggestions for presenting a one-day version of the course. |
| **License Provisions** | 1. Licensee may present the course an unlimited number of times to any of Licensee’s clients, using qualified Licensee employees as instructors. Licensee may not use non-Licensee employees as subcontractors to present the course. To become “qualified,” the instructor must take the course once from a qualified instructor (or take the eLearning version), and either attend a train-the-trainer workshop or team-teach it once jointly with a qualified instructor. 2. Licensee may distribute one hardcopy of the student handouts, including slides, work aids and worksheets, and white paper, to each attendee at a course presented by Licensee. 3. Licensee may use any subset of the supplied slides in any presentation. Licensee may create and incorporate additional slides. Licensee may modify individual slides as necessary to best meet the needs of each course audience. 4. Licensee may not present public courses in the same metropolitan area where Process Impact is currently based. 5. Other than live instructor-presented courses, Licensee may not make the licensed materials available outside Licensee in any medium, including but not limited to audio or video recording, CD, DVD, computer- or Internet-based training, webinars, live radio or television broadcasts, print, PDF, or PowerPoint. 6. Licensee may not sublicense these training materials, with or without compensation, to any client or other third party. 7. The copyright to these materials shall remain in the name of Karl Wiegers. “Karl Wiegers,” “Process Impact,” and a copyright notice shall be displayed on all printed or electronically distributed copies of the course materials. 8. It is recommended, but not required, that Licensee provide each course attendee with a copy of [BOOK] by Karl E. Wiegers. |
| **License Fees** | 1. Licensee agrees to pay Process Impact a one-time licensing fee of $XX for the terms represented in this agreement. 2. Licensee agrees to pay Process Impact a royalty of $XX per student per presented course day for courses presented inside the United States and $XX per student per presented course day for courses presented outside the United States. This daily fee shall be prorated for presentations longer or shorter than one day. 3. Licensee shall report the total number of students and course days presented during each calendar quarter to Process Impact within 5 days of the end of the quarter. Process Impact shall invoice Licensee for the appropriate fee, and Licensee shall pay Process Impact within 30 days of receiving each invoice. Interest on past due accounts shall accrue at a rate of 1 percent per month or portion thereof. |
| **Duration** | This license is effective on the later of the two dates on which it is signed by representatives of Process Impact and Licensee. It is valid indefinitely. This license may be canceled by Licensee at any time upon written notice to Process Impact, after which the training materials in Licensee’s possession must be destroyed and may no longer be used. This license may be canceled by Process Impact if Licensee violates any provisions of the license. |
| **Support** | Process Impact shall provide free telephone and e-mail support for the use of these training materials by Licensee personnel up to two hours per month for three months from the effective date of this agreement. Additional support is available at a rate of $XX per hour. |
| **Limitation of Liability** | Process Impact shall not be held liable for any direct, indirect, incidental, or consequential damages or lack of benefit ensuing from application of the concepts, techniques, or tools included in the licensed course materials. The licensed course materials are provided without warranty, expressed or implied. |
|  |  |

Accepted:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_

**Process Impact Date [licensee] Date**