



ASSOCIATION OF BODY MAPPING EDUCATION LICENSE AGREEMENT

THIS AGREEMENT is made and entered into as of _____, ____ (“Effective Date”) by and between Association for Body Mapping Education Inc., a Delaware corporation, exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code, with an address of P.O. Box 2144, Orinda, California 94563 (“Licensor”) and _____, a citizen of _____, residing at _____ (“Licensee”).

Licensor has identified a profound need among musicians for accurate information about the body to reduce pain, avoid injury, and to improve or enhance performance. Barbara Conable originally created (and Licensor further developed and is now providing) a program of instruction entitled WHAT EVERY MUSICIAN NEEDS TO KNOW ABOUT THE BODY (“Course”) to address this need. In addition, Licensor owns: (a) the training manual for the Course and all content and copyrights relating thereto; (b) the trademarks and service marks ASSOCIATION FOR BODY MAPPING EDUCATION, WHAT EVERY MUSICIAN NEEDS TO KNOW ABOUT THE BODY, and TEACHING THE ART OF MOVEMENT IN MUSIC (collectively, the “Marks”); and (c) any and all proprietary information and materials associated with the Course ((a), (b), and (c) are, collectively, the “Licensed Property”).

Licensee desires to present the Course to other students and musicians, and Licensor is willing to grant Licensee a license to use the Licensed Property for such purpose (“Purpose”) because Licensor has determined that Licensee has sufficient training to properly present the Course.

THEREFORE, in consideration of the mutual undertakings and promises set forth herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. GRANT OF LICENSE

Licensor hereby grants to Licensee, and Licensee hereby accepts, a personal, non-exclusive, non-transferrable license to use the Licensed Property solely to present the Course for the Purpose on the terms and conditions of this Agreement (hereinafter referred to as the “Licensed Services”).

2. TERM

This Agreement shall commence on the Effective Date and shall remain in effect unless terminated as provided in Section 5.

3. LICENSEE'S OBLIGATIONS

3.1 Licensee shall remain a member of Licensor and shall pay annual dues to Licensor in an amount to be determined by Licensor from time to time.

3.2 Licensee shall organize and present the Course to students as often as Licensee determines and shall charge a reasonable fee therefor, based on teaching experience, geographical region, and professional courtesy.

3.3 Licensee shall encourage students taking the Course to purchase appropriate course-related texts and DVD listed on ABME website.

3.4 On all materials relating to the Course, Licensee shall use appropriate legends and markings as required by Licensor. If requested, Licensee shall supply samples to Licensor for its approval.

3.5 If Licensee only instructs students who play Licensee's primary instrument, Licensee may change the name of the Course to identify such instrument (*e.g., What Every "Organist" Needs to Know about the Body*). No other modification in the name of the Course shall be permitted without Licensor's express written permission.

3.6 Licensee will engage in continuing education activities and submit to periodic peer review, as required by Licensor from time to time, to ensure Licensee maintains satisfactory quality in the presentation of the Course, solely as determined by Licensor.

3.7 Licensee will abide by the Association of Body Mapping Education Code of Ethics located in the Documents Section on ABME Wild Apricot website.

4. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIAL INFORMATION

4.1 Licensee acknowledges that Licensor is the sole and exclusive owner of all right, title, and interest in and to the Licensed Property. Licensee shall use the Licensed Property strictly in compliance with any and all trademark and copyright laws.

4.2 Licensee shall not: (i) challenge the validity or ownership of any of the Licensed Property, including without limitation the validity or ownership of any trademark registration or application for registration, owned by Licensor, for the Marks; or (ii) seek to register any trademark or service mark containing any Mark.

4.3 Licensee acknowledges that Licensor owns confidential information relating to the Course including, for example, personal information relating to Licensor's officers, members, prospective information, and/or students ("Confidential Information"). Licensee will not, at any time during or after the term of this Agreement, disclose any Confidential Information to any person or use such Confidential Information for any purpose not relating to the Course. This provision does not apply to Confidential Information that Licensee can demonstrate to the reasonable satisfaction of Licensor is: (a) in the public domain through no fault of Licensee, (b) was independently developed by Licensee, (c) was disclosed to others by Licensor without similar restrictions, or (d) was known by Licensee before receipt of the applicable Confidential Information.

5. TERMINATION

5.1 A party may terminate this Agreement at any time and for any reason upon thirty (30) days' written notice to the other party.

5.2 Licensor may terminate this Agreement upon ten (10) days' written notice if Licensor determines, in its sole discretion, that: (i) Licensee is not maintaining satisfactory quality in the presentation of the Course, (ii) Licensee has failed to comply with any other obligation in this Agreement, (iii) Licensee has presented the Course, or conducted himself or herself, in an inappropriate manner, or in a manner that could be detrimental to: (a) the character or reputation of Licensor, or (b) the safety or well being of students of the Course.

5.3 Upon termination of this Agreement, Licensee shall promptly deliver to Licensor the originals and all photocopies, electronic versions, or other reproductions of the Licensed Property in whole or in part, including documents, notes, manuals, lists, data, records (whether recorded in document form or on magnetic media), computer programs and recorded data, reports, and materials relating or pertaining to the Course, and shall make no further use of the Licensed Property.

5.4 Upon termination of this Agreement, Licensee shall promptly deliver to Licensor any Confidential Information maintained in tangible form, and shall make no further use of the

Confidential Information. The confidentiality provisions of this Agreement shall survive its termination for any reason.

6. QUALITY STANDARDS

6.1 To protect and preserve the strength of the Marks and the goodwill associated therewith, and to ensure that the Licensed Services will be of high quality, Licensee shall at all times comply with quality control provisions and standards as may be set by Licensor and shall not use any Mark(s) in any manner which may derogate or detract from the goodwill and reputation associated with such Mark(s).

6.2 Licensee shall: (i) cooperate with Licensor in facilitating Licensor's control of the nature and quality of the Licensed Services provided by Licensee under the Marks; (ii) upon request, permit Licensor to inspect Licensee's operations relating to the Licensed Services; and (iii) upon request, shall provide Licensor, free of charge, with representative samples of all uses of any Mark(s), including, but not limited to advertising materials, brochures, promotional materials, clothing, signage, and the like relating to or using the Mark(s). If Licensor reasonably determines that the nature or quality of those goods and/or services fails to meet Licensor's standards, Licensor shall notify Licensee of its objection(s) in writing, and Licensee shall cure the objection(s). If Licensee fails to cure any objection made by Licensor within thirty (30) days after notice, such failure shall be considered a material breach of this Agreement, and Licensor shall have the right to terminate this Agreement.

6.3 Licensee shall use the Marks and Licensed Property only in the form and manner and with appropriate legends or marking as prescribed from time to time by Licensor.

7. INFRINGEMENT

If during the term of this Agreement, Licensee learns of any actual or anticipated infringement or misuse of any Licensed Property in connection with goods or services similar to Licensed Services, Licensee shall promptly notify Licensor in writing. Licensor shall have the right to bring any action or proceeding against such infringement or misuse at its own expense and for its own benefit. Licensee shall provide all reasonable support and cooperation to any enforcement efforts Licensor may choose to make to prevent or remedy such infringement or misuse.

8. INDEMNIFICATION

8.1. Licensors shall indemnify, hold harmless, and defend Licensee against and from any claim, demand, or cause of action brought or threatened against Licensee in connection with any actual or alleged infringement of any United States registered copyright or registered trademark based on Licensee's use of the Licensed Property pursuant to the terms of this Agreement.

8.2. Except as provided in Section 8.1, Licensee shall indemnify, hold harmless, and defend Licensors against and from all claims, actions, suits, proceedings, losses, expenses (including, court costs and reasonable attorneys' fees, whether arising out of a third party action or in an action to enforce this provision), and other damages arising from or relating to use of any Licensed Property by Licensee, or any third party acting for, on behalf of, or at the direction or with the approval of Licensee.

9. MISCELLANEOUS

9.1 Licensee shall not assign, sell, transfer, delegate, or otherwise dispose of, whether voluntarily, involuntarily by change of control or by operation of law, any rights or obligations under this Agreement without the prior written consent of Licensors. Subject to the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the parties, and their respective legal representatives, successors, and permitted assigns. This Agreement may not be amended, modified, or supplemented except by a written instrument duly executed by Licensors and Licensee.

9.2 If any provision of this Agreement or any portion thereof is invalid, illegal, or unenforceable, the other provisions of this Agreement or portions thereof shall remain in full force and effect. Any failure of a party to comply with any provision of this Agreement may only be waived expressly in a written instrument duly executed by the other party.

9.3 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without giving effect to principles of conflicts of laws. The parties consent to the exclusive personal jurisdiction of the state and federal courts located in the State of California as the proper venue to resolve any disputes arising hereunder.

9.4 This Agreement is the entire agreement of the parties and it supersedes, and may not be contradicted, modified, or supplemented by, evidence of any prior or contemporaneous agreement or understanding, whether written or oral, relating to the same subject matter.

9.5 The parties acknowledge that Licensee is an independent contractor. In no event shall Licensee be deemed for any purpose to be an employee of Licensors. Licensors shall not be responsible to Licensee for any payroll-related or other taxes or charges related to the Licensed Services.

9.5 All notices, requests, and other communications shall be in writing and shall be delivered personally, sent by facsimile (if sent by a machine which confirms receipt of transmission), or by mail by prepaid first class, registered, or certified mail (return receipt requested) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice). Notices shall be sent:

(a) if to Licensor, to:

Association for Body Mapping Education, Inc.
P.O. Box 2144
Orinda, CA
Attention:

(b) if to Licensee, to:

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date by their duly authorized representatives.

ASSOCIATION FOR BODY MAPPING
EDUCATION, INC.

[Insert name of Licensee]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____