



ASSOCIATION OF CHANGE MANAGEMENT PROFESSIONALS (ACMP)

LICENSE AGREEMENT

This License Agreement (“Agreement”) is made effective as of _____, 2014 by and between the Association of Change Management Professionals (“ACMP”), and _____ (“Licensee”).

WHEREAS, ACMP is a nonprofit organization, tax exempt under Section 501(c)(6) of the United States Internal Revenue Code, with a mission of advancing the discipline and profession of change management practices that support the success of individual and organizational change for the realization of intended business results; and

WHEREAS, ACMP has developed and owns the Standard for Change Management (the “Standard”), which is the foundation for the change management professional credential, and is intended to create a common definition and understanding of the discipline of change management; and

WHEREAS, Licensee desires to use certain portions of the Standard; and

WHEREAS, in accordance with and in furtherance of ACMP’s tax exempt purposes, ACMP wishes to permit such use.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which is acknowledged, the parties hereby agree as follows:

1. License Grant and Restrictions.

- a. Subject to the provisions of this Agreement, ACMP hereby grants a limited, non-transferable, non-exclusive license to Licensee to use portions of the Standard, as further described in the attached **Schedule A** and referred to as “Standard Materials,” to support training and training materials for educational and non-commercial purposes in connection with the discipline of change management.
- b. No part of the Standard Materials may be reproduced, sold, or otherwise transferred as provided in this Agreement.
- c. Licensee shall not alter the Standard Materials without ACMP’s prior, written consent.
- d. Licensee shall give full credit to ACMP on all Standard Materials by adding the following:

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Association of Change Management Professionals

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e. Except as provided in 1(e), no rights or licenses are granted to Licensee, expressly or by implication, to use the name "ACMP," "Association of Change Management Professionals," or any trademark or trade name owned by ACMP, except only upon receipt of ACMP's prior written approval.

f. Unless otherwise agreed in writing and approved on a case-by-case basis, ACMP does not grant Licensee to use the entire Standard, and Licensee shall not use ACMP's Standard Materials outside the permitted scope under this Agreement.

2. No Agency. ACMP and Licensee agree that this Agreement is not intended to create any partnership, joint venture, or agency relationship of any kind; and both agree not to contract any obligations in the name of the other, to use each other's credit in conducting any activities under this Agreement, or to represent that ACMP is in the business of providing the products and/or services provided by Licensee.

3. Limitation of Liability; No Warranty; Indemnification.

a. ACMP shall have no liability to Licensee or any other individual or entity connected with the Licensee for any claim, loss, or damage of any kind or nature whatsoever arising out of or in connection with the Standard, whether or not known or disclosed to Licensee.

b. The Standard is provided "as is" and Licensee accepts the entire risk as to the use of the Standard. ACMP is not undertaking to render legal, professional, or other services for or on behalf of any person or entity.

4. Successors and Assigns. This Agreement shall be binding on the parties, but shall not be transferred by Licensee to any successors and assigns without the prior written consent of ACMP.

5. Arbitration. Any dispute with respect to this Agreement will be resolved through binding arbitration in accordance with the applicable rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties' respective duly authorized officers have signed this Agreement, effective as of the day and year first written above.

Association of Change Management Professionals (ACMP)

By: _____

Title: _____

_____ (**"Licensee"**)

By: _____

Title: _____



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Schedule A

Description of Standard Materials

Intended Use:

Name of Chapter:

Page Number: