

The American Academy of Etiquette

Combined Virtual Certification and Licensing Agreement

This Agreement incorporates the licensing and certification provisions as elected for combined virtual training. It is presented in (2) two Sections and the Licensee is encouraged to fully read each section as provisions may vary between the two Licensing and Certification Sections.

Section 1 Manners To Go Children's Certification

Whereas, AAE has developed and owns its proprietary **The Manners to Go™** program and an Etiquette Training Program titled *The Manners To Go Train To Be an Etiquette Instructor* for children ages 4 through 18 years of age and is available in the following Program Components:

Preschool

Elementary School

Middle School

High School

Whereas, AAE desires to license these Program Materials to individuals and institutions for the sole purpose of teaching children and teenagers etiquette from the unique and proprietary Curriculum, Lesson Plans, and Handouts.

Whereas, AAE also provides a Certification Program that allows individuals and institutions to become certified by The American Academy of Etiquette which includes many additional benefits and features of certification including:

- All Curriculum, Lesson Plans and Handouts
- Use of the Manners To Go™ logo and affiliation
- Advice for Marketing Programs

- Four to six hours of 1.1 virtual training in presenting and teaching the Program
- All updates and revisions during the License period
- On-going support for one year.

Whereas, the Licensee desires to use the Program Materials in educating children ages 4 through 18 in the area of, but not limited to, social etiquette, dining skills and manners and to become certified by The American Academy of Etiquette to teach this proprietary educational series.

Now therefore, in consideration of these premises, and the mutual promises contained herein, the parties agree as follows:

A. Licensed Materials. In conjunction with this License and Certification Agreement, the Licensee shall receive electronically the following Program Materials.

- Curriculum for Preschool Students
- Curriculum for Elementary School Students
- Curriculum for Middle School Students
- Curriculum for High School Students

B. Additional Materials

- The color and use Manners To Go color and use placemat file
- Logos for reprint purposes Certification by The American Academy of Etiquette
- Marketing and Advertising Guidelines

1. Licensee is entitled and will receive all upgrades and future revisions to the Program Materials that are published during the license period.
2. This agreement shall be binding for three years from the Effective Date. Subject to Section 3 below, the term can be renewed for an additional 3 years with Notice and payment to AAE prior to original Term.

3. Licensee can renew this Agreement with Notice to AAE within 15 days of the expiration of the Term for an additional three years at the cost of \$750.
4. Scope of License. Subject to the restrictions set forth in herein, it is understood and agreed that Licensee has the non-exclusive right to use the Materials as a resource to conduct programs and/or offer consultant services as an independent consultant in the areas of etiquette and dining skills for children ages 4-18.
 - a. Licensee is granted a Non-Exclusive License to duplicate the Program Materials and distribute, one copy per student, in classes or events taught by Licensee during the term of this Agreement and any renewals.
 - b. General distribution and/or Reprint of the Materials is prohibited.
 - c. The rights granted to Licensee under this license do not include the right to modify, make derivative works, or to otherwise change the content or illustrations contained in the materials.
 - d. Manners to Go™ should be prominently placed on any distributed materials; however, Licensee is permitted to add its own logo/name to the Materials prior to distribution to its clients.
 - e. Licensee may use the Manners to Go™ logo and hyperlink to the Manners To Go™ website in promoting and advertising its educational and consulting services.
 - f. Except for inclusion of a brief quotation in a review or news story for publicity purposes (in the event Licensee is interviewed) where credit is given to AAE, no part of the Program Materials shall be adapted, printed, published, reproduced, duplicated, distributed, transmitted, or transferred without written permission from AAE.
 - g. Licensee shall not use the Program Materials in or as the basis of a film, video, television or radio program, article, story, brochure, book or any written published or unpublished work without the written permission from AAE.
 - h. Licensee shall not sell, loan, lease or translate to another language, any Program Materials and shall not permit or sublicense others to do so.

i. Licensee may use the Program Materials to teach etiquette programs to individuals and groups. Trainee may not use the materials to train others to teach etiquette. Trainee shall not permit others to present or teach a program using all or part of the Program Materials.

5. Relationship of the Parties. This Non-Exclusive License does not create any other legal relationship between the parties.

- Licensee is not an agent, employee, affiliate or otherwise legally connected to AAE.
- Licensee may advertise Licensee has completed the certification process to teach the *Manners To Go Train To Be an Etiquette Instructor Program* as developed by Manners To Go™ and The American Academy of Etiquette.

6. Proprietary Product and Non-Exclusivity. It is expressly understood and agreed that the Materials constitute a valuable proprietary product and trade secret of Licensor embodying substantial creative efforts and confidential information, ideas, and expressions.

- Licensee acknowledges that Manners To Go™ is a registered trademark and no authorization is given to use Manners To Go™ or The American Academy of Etiquette except as permitted herein.
- Licensee is not permitted to remove any trademark or copyright identification from the Materials.
- In the event it comes to Licensee's attention that a third party is improperly using, copying, or distributing the Materials in violation of the copyright or trademark rights of The American Academy of Etiquette or Manners To Go™, Licensee shall immediately notify Licensor in writing.
- Licensor is permitted to license the Materials to other interested parties.

7. Title. Title to the Materials provided to the Licensee and all copies therefrom remains exclusively with Licensor and is protected by trademark and copyright laws.

8. **Breach.** In the event Licensee should breach the terms and conditions of this Agreement, the rights, authorization and licenses granted herein shall immediately terminate. Upon such termination Licensee shall immediately return all Materials.
9. **Equitable Relief.** Because of the unique and proprietary nature of the Materials, AAE's remedies at law may be inadequate and AAE shall be entitled to equitable relief, including without limitation, injunctive relief, specific performance or other remedies in addition to those available at law.
10. **General Indemnity.** Licensee agrees to defend, indemnify and hold AAE harmless from and against any and all claims, demands, liabilities, obligations, costs and expenses of any nature whatsoever arising out of or based upon the use of the Materials by Licensee, with the exception of claims of trademark or copyright infringement.
11. **Attorney's Fees.** In the event AAE must engage an attorney to enforce its rights under this Agreement, it shall be entitled to recover reasonable attorney fees.
12. **Choice of Law.** This agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina. The parties hereto shall restrict themselves exclusively to the jurisdiction of courts within the State of North Carolina for any controversy arising out of this Agreement.
13. **No Assignment.** Licensee shall not sell, assign, or sublicense any of the rights, authorizations or permission granted herein.
14. **Entire Agreement.** This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement. No modification or cancellation of any term or condition of this Agreement shall be effective unless signed in writing by both parties.

Section 2

Business Etiquette Licensing and Certification

Whereas, The American Academy of Etiquette has developed a Business Etiquette Training Program for presentation to businesses, organizations, government offices, and including but not limited to universities and is available in the following **Program Materials and Modules:**

Speaker Guide/Building Your Brand
Personal Branding
Communication Skills | Verbal & Non-Verbal
Emotional Intelligence
Art of Human Connection
Professional Appearance
Networking
Connecting the Generations
Service Staff Training
The Business Meal

Whereas, the Licensor desires to license these Program Materials and Modules to individuals and institutions (if so stated) for the sole purpose of the specified individual as the licensee to conduct training and corporate or institutional speaking engagements utilizing the unique and proprietary Program Materials and Modules provided in accordance with the terms of this licensing agreement.

Whereas, Licensor also includes a Certification Program that allows the individual and institution (if so stated) to become certified by The American Academy of Etiquette which includes many additional benefits and features of certification.

- Use of all curriculum presentation decks and, participant handouts
- Training on customization of workshops and presentations
- Endorsement of their abilities to present the Program Materials and Modules

- Use of the American Academy of Etiquette logo and affiliation
- Marketing assistance
- All updates and revisions during the license period
- Four to six hours of 1:1 virtual training, presenting and teaching the Program
- On-going support for (1) one year.

Whereas, the Licensee desires to lease the Program Materials and Modules for use in business etiquette training opportunities and become certified by The American Academy of Etiquette to teach this proprietary educational series.

Now therefore, in consideration of the premises, and the mutual promises contained herein, the parties agree as follows:

1. In conjunction with this License and Certification Agreement, the Licensee shall receive upon payment of the Licensing and Certification Fee the Program Materials and Modules for direct download and training.
2. It is understood and agreed that Licensee may conduct programs and/or offer consultant services as an independent consultant or employee of an institution in the areas of business etiquette and may use the Program Materials as a resource in conducting these etiquette programs, and may copy and make a limited distribution. Such use, copying and distribution shall be subject to the limitations on use as described in Section 5 below.
3. Licensee may advertise that they have been certified to teach the Program Materials of The American Academy of Etiquette as developed and provided.
4. Licensee is entitled and will receive all upgrades and future revisions to the Program Materials that are published during the license period.
5. Terms and Conditions
 - a. All Program Materials provided to Licensee are owned by Licensor and are protected by trademark and copyright laws. Such laws prohibit making copies, distributing copies, displaying, and performing of all or part of the

Program Materials or modifying all or part of the Program Materials without the consent of Licensor.

- b. Licensee may use the logo and hyperlink to the The American Academy of Etiquette website in promoting educational and consulting services.
- c. Except for inclusion of a brief quotation in a review or news story for publicity purposes (in the event Licensee is interviewed) where credit is given to Licensor, no part of the Program Materials shall be adapted, printed, published, reproduced, duplicated, distributed, transmitted, or transferred without written permission from Licensor.
- d. Licensee shall not use the Program Materials in or as the basis of a film, video, television or radio program, article, story, brochure, book or any written published or unpublished work without the written permission from Licensor.
- e. Licensee shall not sell, loan, lease or translate to another language, any Program Materials and shall not permit or sublicense others to do so.
- f. Licensee may use the Program Materials to teach business etiquette programs to employees, individuals and groups or institutions. Licensee may not use the materials to train others to teach etiquette. Licensee shall not permit others to present or teach a program using all or part of the Program Materials.

Program Materials

- a. Licensee is granted a license to duplicate the Program Materials and distribute them to individuals being taught by Licensee for a period of 3 years from the date in which Licensee signs this Agreement. Licensee may renew this Agreement with Notice to AAE within 15 days of the expiration of the Term for an additional three years at the cost of \$950.
- b. The license to duplicate and distribute the Program Materials is limited to duplication and distribution by Licensee to Licensee's audience (one copy per participant). General distribution of the reprint materials is prohibited. The rights granted to Licensee under this license do not include the right to modify, make derivative works, or otherwise change the content or

illustrations contained in the Program Materials without the permission of the Licensor

General

- a. Licensee acknowledges that The American of Etiquette is a registered trademark and no authorization is given to use The American Academy of Etiquette except when providing credit and except insofar as the mark appears on Program Materials which Licensee is authorized to reprint pursuant to this Agreement.
 - b. In the event it comes to Licensee's attention that a third party is improperly using, copying, or distributing the Program Materials in violation of the copyright or trademark rights of The American Academy of Etiquette, Licensee shall immediately notify Licensor in writing.
6. In the event Licensee should breach the terms and conditions of this Agreement, the rights, authorization and licenses granted herein shall immediately terminate. Upon such termination of this Agreement, Licensee shall return immediately to Licensor all Program Materials.
 7. Licensee shall pay Licensor the combined license and certification fee set forth below for (3) three years.
 8. All costs of training and certification are included in the fee noted in Item 7 above.
 9. In the event Licensor must engage an attorney to enforce its rights under this Agreement, it shall be entitled to recover reasonable attorney fees.
 10. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of North Carolina.
 11. This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

12.This Agreement is exclusive to Licensee and Licensee shall not sell, assign, or sublicense any of the rights, authorizations or permission granted herein.

13.No modification or cancellation of any term or condition of this Agreement shall be effective unless agreed upon and signed in writing by both parties.

END OF SECTION 2

The Combined Licensing and Certification Fee for **Sections 1 and 2** above is a one time amount of \$6,200. All training material and modules will be electronically downloaded to Licensee upon full payment of this fee.

Licensee agrees that Licensee has read and understand the terms and conditions of the Licensing and Certification Agreement for the Combined Virtual Training and will abide by these terms.

End of Agreement