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**Content License Agreement [please watch the video for detailed instructions]**

**Is this agreement the one you need?** This agreement is for two different scenarios: 1. When someone wants to use your content as their own, without the end user knowing it comes from you (except for maybe a copyright notice at the bottom), OR 2. If you certify coaches in your program using the Certification Program Agreement first, and charge an annual fee to maintain certification, use this agreement with the annual license fee.

**What is this for?** This agreement explains how your licensee can use the content you have given them permission to use.

**How to use this agreement:** Fill in the yellow highlights with your information and delete the yellow text.

Notes: As always, if there are things in the agreement that don’t match how you do business, take them out or update them. For example, scheduling and cancellation policies should be updated to reflect exactly how you do business.

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**[Your Program or Company Name]TM Content License Agreement**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Purchaser/Licensee name), thank you for your interest in licensing [Your company name]’s (the “Company”) [Your program name] (the “Program”). Participant is a business owner and enters this Agreement in her business capacity.

**The Purposes of this Agreement:**

The Company created and owns exclusive rights to the Program, including content and associated names.

 You, the Licensee, desire to use the Company’s Program Materials in your own coaching practice in the ways allowed by this Agreement.

 This Agreement provides you access for specific uses of the Company’s Program Materials. The Company retains all ownership rights to the Program Materials.

**This Agreement DOES NOT do any of these things:**

This Agreement does not provide you ownership of the Company’s Program Materials, which means you can only use the Materials in the ways described herein.

 This Agreement does not provide you any ownership rights whatsoever, now or in the future, in any format (known or unknown) and you will not claim any such right, including for any derivative work, compilation, or other related work, in the Program Materials. You understand and agree that the Company’s copyrights and trademarks are valid.

 This Agreement does not give you the Company’s endorsement, or create any relationship between you and the Company other than Licensor and Licensee.

**Which Program Materials are licensed under this Agreement?**

This Agreement gives you certain permission to use the Company’s Program Materials. “Program Materials” includes:

[For example: 1. Educational information, tools, and resources, and the assembled collection created by Company, regarding [put the subject matter, such as habits-building/high ticket phone sales/branding with archetypes] including by way of example and not limitation, materials [inside the online portal/in the pdf that will be emailed to you/etc/];

2. [if you are using this as part of a certification program, you could include 2 and 3:] Images and logos used by the Company to promote the [Program Name]™ and Certified [Program Name] CoachTM certification program; and

3. Protected trademarks, including without limitation, [program name] CoachTM and Certified [program name] CoachTM, among other marks used by the Company.]

**How Can I Use the Program Materials?**

This Agreement grants you a worldwide, personal, non-transferable, non-exclusive right and license to use Program Materials in these ways:

[Note from Valerie: the law that protects uses of content requires certain words to describe how your licensees can use your content. I suggest you use the statement below, but post in the group if you have questions about whether this matches how you are allowing others to use your material.]

You may (i) **reproduce**, (ii) **excerpt (including condensing and modifying)**, and (iii) **display** the Program Materials

in your own coaching programs, so long as the [your company name] copyright designation (such as © or “copyright [year]” [your company name]) always remains on the Materials.

[If you want to have examples of the bold words above to make it clear for your audience, you can use examples like these:

For example, you may record videos exactly like the Company’s as if they are your own material.

For example, you may condense portions of the written materials to supplement trainings of your own.

For example, you may rename concepts in the program.

For example, you may display the Program Materials on a sales page of yours.]

**Please ask if you are not sure how to use the materials!**

**Do \*Not\* Use the Program Materials in These Ways**

This Agreement does not give you permission to do any of the following with the Program Materials (but know that all other rights which are not expressly and specifically given to you in this Agreement belong to the Company exclusively- *just ask* if you are not sure):

[For example: 1. You may not share, give permission to use, resell, or sublicense Program Materials to anyone else.

2. You may not alter or modify the Company’s logos or marks.

3. You may not use the Program Materials in a way that diminishes the brand, reputation of the Company, or its status (including without limitation, in a parody).

4. You acknowledge that any rights you may otherwise acquire by law through your use of the Program Materials shall transfer to and be for the sole benefit of the Company.

5. You may not create or publish a book or e-book containing the Program Materials or concepts, and may not list for sale the materials on sites like Amazon.

**How Do I Secure the Right to Use the Program Materials?**

In exchange for the rights to use the Program Materials, you agree to do the following:

1. [If you license your content as part of a coaching certification program, include this statement: In addition to the one-time training tuition for the Certified [your program name] Coach certification program,] you will pay an **annual/one-time fee of $197** in advance to Company to license the Program Materials.

2. If you fail to pay the license fee, your right to use the Program Materials will terminate [if this is part of a coaching certification, include this statement: and certified status (including without limitation, the right to use the moniker Certified [your program name] Coach) will also terminate].

3. You agree that you will not go beyond the scope of this License Agreement in using the Program Materials, and will not infringe upon the rights of any third party.

**What Else Do I Need To Know About this License?**

Before agreeing to this License Agreement, please be sure you understand the following:

1. You may terminate or cancel this Agreement with 30 days’ notice, but NO REFUNDS will issue. If you cancel or terminate this Agreement, the rights and license granted under this Agreement will also terminate immediately.

2. You are **solely responsible** for using the Program Materials in your own programs and with your own clients, including determining whether the material is suitable and how you present and market the materials. It is critical that you undertake your own investigation as to how these materials may be marketed legally and Company expects you to comply with applicable laws regarding truth in advertising, among others.

*\*\*\*\*What does this mean? Company is not promising or guaranteeing results to you or your clients by using the Program Materials. There are laws which limit the way you can market products having to do with making money. You will indemnify and defend Company if it receives a claim or lawsuit arising out of the use or marketing of Program Materials in any way, in whole or part, or for claims that you infringed on someone else’s intellectual property rights.\*\*\*\**

3. This Agreement is valid for one year from the date that you sign it, unless cancelled or terminated earlier.

4. This Agreement does not create any business relationship with the parties except licensee/licensor. In no event shall the parties to this Agreement be deemed to be anything other than independent contractors, and in no event is this relationship to be deemed a partnership, joint venture, franchise, or employment relationship of any kind.

5. This Agreement may not be modified without the written consent of the Company.

6. The parties agree that any disputes between them will be governed by [your state] law, without regard to its conflicts of laws principles, and agree that any dispute arising from this Agreement will be resolved in a court within 50 miles of [your town], [your state], only.

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| [Your company name]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | Licensee\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |