

Class License Agreement



This license agreement (agreement) is a legal agreement by and between you and the Irrigation Association (IA). *Each license includes digital supporting materials including the PowerPoint presentation. By using these materials, you agree to be bound by the terms and conditions of this agreement.*

As used herein, the term “work” shall mean the educational PowerPoint presentation, student manual, teaching outline, course objectives, room set-up and related materials created and owned by IA, and all modifications, amendments, and updates to the work as may be created, made or developed by IA from time to time.

In consideration of your payment of a license fee to IA, and for other good and valuable consideration, you agree as follows:

1. You are granted a limited, non-assignable, non-exclusive, revocable license to use the work and reproduce and distribute the work to employees and customers in the course of your training activities for a period of one year. Notwithstanding the foregoing, IA shall be the sole and exclusive owner of the work and all intellectual property rights, including copyrights, therein (collectively “IP”), and all revisions, modifications, customizations and updates that may be made to the work by IA or by you as permitted hereunder from time to time, and nothing herein grants you any ownership of, or IP rights in, the work.
2. You may use the work solely for “face-to-face” educational purposes, in the course of employee and customer training and for any other internal or commercial purpose.
3. You may install, use, access, store, display and run one copy of the work on a single computer, such as a workstation, terminal or other device (workstation computer), solely to display it internally and to make identical paper copies for internal use and distribution to your employees and customers in the course of your educational activities. The work may not be installed, used, accessed, stored, displayed or run on or by more than one single workstation computer at any one time.
4. This agreement does not grant you the right to: (a) publish, display, or produce any non-identical copy or derivative work from the work; (b) revise, modify, or customize the work, except to accommodate your individual teaching style, provided that IA shall own all such revisions, modifications, and customization; (c) sell or license the work or any portion of the work to any third party; or (d) publish the work on an online computer network, including the Internet.

5. IA may, from time to time, make modifications or updates to the work. IA shall make such modifications and updates available to you; you will be contacted via email when these become available.
6. You agree to include the following notice on all permitted copies of the work: “© 2012 Irrigation Association. All rights reserved. Distributed by [your name] with the permission of the Irrigation Association.”
7. All costs incurred by you in using, printing, or distributing the work shall be your sole responsibility, and IA shall not be responsible for any expenses connected with the exercise of these rights. You shall be solely liable and responsible for the communication and distribution of the work to your employees and customers.
8. Any and all public disclosures or advertising and promotional materials that reference the work or IA must be approved in advance by IA. In no event shall you make any representation, statement, or claim, directly or indirectly, that IA endorses or sponsors any class taught by you or that your class is required in order to obtain IA certification or that taking your class will guarantee IA certification.
9. You agree to use only IA official publications in direct support of the licensed class.
10. You shall indemnify, defend and hold harmless IA and its directors, officers, members, agents and employees from and against any and all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever kind and nature arising out of or relating to your purchase, communication, distribution, or use of the work or your breach of this agreement.
11. This agreement shall remain in effect for one year from date of purchase. The agreement may be extended annually by remitting the annual fee as published by the Irrigation Association. Without prejudice to any other rights, IA may terminate this agreement if you breach any term or condition herein, in which case you must immediately destroy the work, including all copies, and certify to IA that you have done the same.
12. IA will list all licensed provider courses on the IA web site. All licensed courses and courses otherwise approved for IA CEU credit will be listed by date.
13. You agree to provide attendance information for IA’s internal use only in exchange for being listed on IA’s web site as a participating provider.

Please return signed contract and submit any customer inquiries to:

Education
Irrigation Association
8280 Willow Oaks Corporate Dr. Suite 400
Fairfax, VA 22031
703.536.7080

Authorized Representative Signature

Date

Company or Entity Licensing Work

Title of Work

Contact Person

Telephone Number

Email Address

SAMPLE