

Co-operation and License Agreement

**Co-operation and License Agreement**

between

**Organization A**

(at Registered Address)

(In the following **“Org-A”**)

and

**Subcontractor A**

(at Registered Address)

(In the following “**Subcontractor**”)

***Introduction***:

Org-A is an organization which is domiciled in (location). It is a member of the Confederation of Fire Protection Associations Europe (CFPA Europe). Its principal activities are to collect and improve knowledge and understanding of matters relating to fire science, fire prevention and protection, safety and security, natural perils as well as other associated risks within country X as well as the advancement and furthering of such knowledge. Org-A is collating its knowledge base within country X as well as from the exchange of knowledge and experience with CFPA Europe. Its activities include passing on such knowledge to organizations and individuals in specified training courses. It has the exclusive right for country X to award successful trainees with CFPA Europe attests, certificates and diplomas.

Subcontractor is an organization which is domiciled in (location). Its activities include schooling and training in various fields for organizations and individuals.

Subcontractor is seeking the right from Org-A to organize training courses following CFPA Europesyllabus(es) in country X in accordance with the guidelines of Org-A.

**Based on this the parties agree on the following: -**

1. [Org-A] grants to Subcontractor an exclusive / non-exclusive (delete as appropriate) license to run training courses according to the program and guidelines of [Org-A] in the following territory (….) for the courses listed below. [Org-A] / the Subcontractor (delete as appropriate) will award CFPA Diplomas, Certificates and Attests to successful trainees.
   1. Fire protection and prevention
   2. ….
2. [Org-A] will provide Subcontractor with the following documentation: -
   1. CFPA Europe Minimum Quality Standard
   2. ….
   3. ….
3. [Org-A] will provide, as appropriate, course materials, supporting documentation and resources to instruct Subcontractors trainers in the subjects covered by this agreement.
4. [Org-A] undertakes, at its own cost, to use its best efforts to keep its knowledge regarding the content of the course(s) to which this agreement relates up to date and to improve it whenever possible. It undertakes furthermore to maintain its membership of CFPA Europe.
5. [Org-A] will provide Subcontractor with updated information about the content of the course(s) to which this agreement relates as soon as they are available. The cost for such ongoing updates is included in the fee as agreed in paragraph 11 below.
6. Subcontractor undertakes to organize the training courses strictly according to the course templates provided by [Org A] as specified in Annex 1 for clients in the territory as specified in paragraph 1 above.
7. Subcontractor undertakes to ensure that its trainers and teachers have a comprehensive knowledge of the subjects taught. Subcontractor ensures that its trainers are keeping their knowledge and expertise up to date.
8. Subcontractor undertakes to inform [Org-A] about any information relevant to the subject of this agreement such as improvements and developments of the knowledge base, competitors etc.
9. Subcontractor has to adhere to all the provisions set out in the CFPA-E Training Centre Handbook, and to comply with the course templates that are applicable. Failure to adequately comply with these provisions may result in the termination of the agreement..
10. Subcontractor undertakes not to enter in a similar agreement with a competitor of [Org-A] which covers the same subjects as described by this agreement. Subcontractor is free to enter in any agreements with relation to subjects not offered by Org-A.
11. Subcontractor will pay a fee of ….. per student to [Org-A] (alternatively: a fixed fee of (amount) per annum) plus VAT and or taxes where applicable. Such fee is due on (timetable). Subcontractor will inform Org-A [on a quarterly basis] of the number of courses held and the number of students as well as a list of the individuals who passed the examination for the courses mentioned in paragraph 1 above. [Org-A] will be responsible for submitting accurate records and payment to CFPA Europe.
12. This agreement comes into force as of the date of both parties signing it. It has an unlimited expiry date. Each party can terminate the agreement at any time in writing with a notice period of … months. Upon termination of this agreement, Subcontractor will return all documentation and materials received from [Org-A]. Furthermore, for a period of … year[s] after termination of this agreement, Subcontractor agrees not to offer within the territory as described in paragraph 1 courses to which this agreement relates.
13. Any violation will trigger a penalty of (amount) for Subcontractor payable with 10 days of receipt of written notice by [Org-A]. [Org-A] may claim further damages upon proof of such damages.
14. Both parties commit themselves to use their best endeavors to avoid any disputes and whenever possible to settle them between themselves without recourse to a third party. Otherwise, disputes in relation to this agreement should be settled in the following courts …… based on (national) law.
15. This agreement is governed by and construed in accordance with the substantive laws of (country). All disputes arising out or in connection with this agreement shall be settled by the competent courts of the country in which [Org-A] is domicile.
16. Each party should retain an original signed copy of this agreement. Any changes to this agreement must be made in writing and agreed by both parties.
17. A copy of this agreement signed and dated by both parties must be sent to Secretary CFPA Europe to evidence the agreement is in place.

***Signatures***

[Org-A]

Sign ………………………..…………….. Print …………………………………………….

Position …………………………………..

Date ………………………………………

*Subcontractor*

Sign ……………………………………... Print ……………………………………………..

Position …………………………………..

Date ………………………………………

***Annexes***