

Licence for CFPA Europe’s Non-European Members to deliver CFPA Europe’s training program

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This is a licence between …. (A1 member of CFPA Europe = A1-M), …. (A1-M’s address), the CFPA Europe (the CFPA E), c/o DBI, Jernholmen 12, DK-2650 Hvidovre, Denmark, and …. (the Non-European Member, N-EM), … (N-EM’s address). The licence specifies the conditions under which the … (A1-M) and CFPA E permits the …. (N-EM) to deliver CFPA E training programs. The licence requires that the … (N-EM) has paid the annual membership fee to CFPA Europe and ceases immediately if the annual fee is not paid after a reminder.

1. Duration of licence
The initial period of the licence will be from the date of signature for a period of 36 month. Subject to satisfactory quality, proven in completed quality Internal and External audits, the … (A1-M) and … (CFPA E) will arrange for renewal of the licence for a further 36 months, subject to any variations in the scope of the licence (see clause 2 below) that may seem to be required after the initial period or that may arise because changes in the CFPA E’s Statutes.
2. Scope of licence
The licence relates to the CFPA E harmonized courses that are listed in appendix to this licence agreement. The ... (A1-M) and CFPA E have in agreement with the ... (N-EM), and after assessing the competences that the ... (N-EM) has, come to the conclusion that the ... (N-EM) has the necessary skills and competences to be able to offer named courses in the appendix. The list in the the appendix can be revised annually.
3. Purpose of licence
The licence authorizes the …. (N-EM), at its own risk and expense to promote and deliver the CFPA E’s harmonized courses.
4. Territory
This licence restricts the territory into which the … (N-EM) may sell CFPA E’s harmonized courses to … (N-EM’s country). Classroom training is restricted to … (N-EM’s country) and online training is restricted to customers based in … (N-EM’s country).
5. Fee per issued diploma and certificate
Beside the annual membership fee to the CFPA Europe, the … (N-EM) undertakes to pay CFPA E a fee per issued diploma and certificate in accordance with the Appendix “Membership fee” in CFPA E’s Statutes. The N-EM will send an annual report mentioning the number of diplomas/certificate delivered in which fields for that.
6. Quality
The … (N-EM) undertakes to implement quality in accordance with “CFPA E Training Centre Handbook” and implement Internal and External Quality Assurance. The External Quality Assurance (EQA) will be arranged on the initiative of … (A1-M), and the first EQA will be done one year after the start of this contract. The costs for … (A1-M) for implementation of the EQA will be paid by CFPA E, in accordance with an established list decided by CFPA E’s Management Committee.
In year 2 of the contract, the Training Commission or … (A1-M) will execute a virtual EQA.
7. Copy rights
The … (N-EM) is free to translate CFPA E’s Guidelines at its own responsibility, and to use these in the courses. If the … (N-EM) translate Guidelines to local languages the … (N-EM’s) can keep the revenue from sales.
8. Liability
The … (A1-M) and the CFPA E shall not be liable for any loss or damage arising directly or indirectly in connection with this licence, including translation of Guidelines.
9. Support
Upon request, … (A1-M) in connection with CFPA E’s Training Commission agrees to provide any relevant product images/pictures/text the … (N-EM) wish to utilise in marketing literature and on their website, where available. The … (A1-M) will support with template and timetable. Text, template, timetable, etc will be given to the … (N-EM) in the … (A1-M) country’s language.
10. Confidentially
It is mutually agreed that save in respect of any information which is already in the public domain, the contents of this agreement and all other information provided by each party to the other will not be disclosed to any third party than to a party’s professional advisers or as may be required by law.
11. Termination
Either party may terminate this agreement at any time on giving not less than 12 months notification in writing.
12. Sub-contracting and assignment
The … (N-EM) shall not be entitled to assign the benefit or burden of the whole or any part of this agreement without the prior written consent of the … (A1-M) and the CFPA E.
13. Force majeure
Neither of the parties shall be liable to the other for any loss or damage, cost, expenses or other claims for compensation arising as direct or indirect result of breach or non-performance of any of its obligations under this agreement due to any cause beyond the other party’s reasonable control including, without limitation, any act of war, military operations, riot, accident, failure or shortage of fuel or power supplies, abnormally inclement weather, fire, flood, hurricane, drought, explosion, lightening, strike, lock out or trade dispute.

Signed for and on behalf of …. (N-EM)

by ………………………………………............. Date ……………………………….

Signed for and on behalf of …. (A1-M)

by ……………………………………………… Date ……………………………….

Signed for and behalf of the CFPA Europe

by ………………………………………………… Date ……………………………….

 (Chairman)