

## **Procedure 12.2**

### **License agreement for translation of "Getting The Love You Want" workshop manual**

Revision 2: Feb 10<sup>th</sup>, 2006

THIS AGREEMENT, effective as of the \_\_\_\_\_ day of December, 2005  
is between: Imago Relationships International (Licensor)  
and: \_\_\_\_\_ (Licensee).

WHEREAS LICENSEE desires to obtain a license to translate in the \_\_\_\_\_ language the Licensed Property consisting of "**Getting the Love You Want Workshop Manual**" and desires to use, distribute and sell the Licensed Property.

NOW, THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration the sufficiency of which is acknowledged, the parties hereby agree as follows:

#### **1. THE LICENSE**

- 1.1 Subject to the terms and conditions of this Agreement, LICENSOR hereby grants to LICENSEE the non-exclusive and non-transferable license to translate in its entirety with no exclusions, the Licensed Property and subsequent editions of the Licensed Property to the \_\_\_\_\_ language ("LICENSED TRANSLATION").
- 1.2 The LICENSEE has the right to use the LICENSED TRANSLATION within the terms and conditions set out in the IRI Procedure 12.1; Guideline Document for Regional Imago Groups to operate in partnership with Imago Relationships International, Inc, attached as exhibit A. ("GLOBAL PARTNERSHIP AGREEMENT")
- 1.3 The LICENSED TRANSLATION may only be used by Certified Workshop Presenters who are following all the requirements for workshop presenters from LICENSOR
- 1.4 The LICENSOR has the right to review the completed translation for accuracy, and to ask for reasonable modifications

- 1.5 LICENSOR grants to LICENSEE the license to translate the Licensed Property without consigning any ownership whatsoever, including the Licensed Translation.
- 1.6 All rights to the Licensed Property and the Licensed Translation which have not been granted to LICENSEE pursuant to this Agreement are expressly reserved by the LICENSOR.

## 2. **TERM**

This Agreement shall have a term commencing upon the \_\_\_\_\_ day of \_\_\_\_\_, 2006 , and unless earlier terminated as hereinafter provided, continuing in effect thereafter for the period of two years, or the termination of the GLOBAL PARTNERSHIP AGREEMENT, whichever comes first.

## 3. **COPYRIGHTS AND TRADEMARK**

- 3.1 LICENSEE will comply with applicable trademark and copyright notice provisions.

## 4. **LICENSE FEE**

- 4.1 In consideration for the rights granted by LICENSOR under this Agreement, there shall be due and owing, and LICENSEE shall pay to LICENSOR sum of One Dollar (\$1.00) for each year of the License. Said amount shall be paid within thirty days of the commencement of each year of the term of the License.

## 5. **REPRESENTATIONS AND WARRANTIES**

### 5.1 **Licensor's Representations and Warranties**

LICENSOR represents and warrants to LICENSEE that: it has the right and power to license the Licensed Translation and has taken all steps necessary and appropriate to authorize the execution and performance of the Agreement.

### 5.2 **Licensee's Representations and Warranties**

LICENSEE represents and warrants to LICENSOR that it has the right and power to enter into and perform this Agreement and has taken all steps necessary and appropriate to authorize the execution and performance of this Agreement.

**LICENSEE represents and warrants to LICENSOR that it is currently in good standing with IRI and the Institute and is authorized under the executed document, GLOBAL PARTNERSHIP AGREEMENT, to use the copyrighted materials, "Getting the Love You Want" workshop manual.**

**6. TERMINATION**

**6.1 Rights**

Upon expiration or termination of this Agreement, as provided herein, all rights granted herein revert to LICENSOR.

**6.2 Termination by LICENSOR**

LICENSOR shall have the right to terminate this Agreement upon the default by LICENSEE in the performance of any of its material obligations provided for in this Agreement or in the GLOBAL PARTNERSHIP AGREEMENT

**7. MISCELLANEOUS PROVISIONS**

**7.1 Notices**

Legal notices to and from LICENSOR and LICENSEE shall be in writing, addressed to the parties set forth herein and served personally, by depositing postage prepaid in the U.S. Mail, or by confirmed facsimile transmission or delivery thereof.

Notices to LICENSOR should be sent to:

Imago Relationships International  
160 Broadway, Suite 1001, East Building  
New York, NY, 10038

With a copy to:  
Michael T. Greene, Esq.  
The Goldsmith Group, LLC  
616 Don Gaspar Avenue  
Santa Fe, New Mexico 87505

Notices to LICENSEE should be sent to:

NY \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 7.2 **Applicable Law**

This Agreement shall be deemed to have been entered into in New York and shall be interpreted and construed in accordance with the laws in the City of New York, applicable to agreements made and to be performed entirely therein without regard to any principles of conflicts of laws. Any action to resolve a dispute arising from the interpretation or construction of or to enforce this Agreement shall be brought in a court of appropriate jurisdiction in the City of New York. The party to whom the court awards costs in any such action shall be entitled to recover from the other party, in addition to any other relief to which it may be entitled, reasonable attorneys' fees and costs incurred by it in prosecuting or defending such action .

## 7.3 **Partial Invalidity**

The invalidity of any particular provision of this Agreement shall not impair or affect the validity of the remaining portions thereof, and this Agreement shall be construed as if such invalid provision had not been included herein.

## 7.4 **Assignment**

This Agreement shall inure to the benefit of and shall be binding upon the successors, heirs and legal representatives of each of the parties. The parties may assign this agreement to any successor in interest only with the prior written consent of the other party and said consent may be withheld for any reason.

This Agreement and any amendment or modification hereof may be executed in two or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

A copy of this Agreement bearing a facsimile signature shall be deemed to bear an original signature in all states that may have jurisdiction over this Agreement.

This Agreement represents the parties' complete agreement and supersedes all prior and contemporaneous discussions, agreements, and understandings of any kind. Any modifications to this agreement must be in writing and executed by the parties. There are no other agreements either express or implied with regard to this subject matter.

All terms and conditions set forth above are agreed to and accepted as of the effective date set forth on page one (1) hereof:

Imago Relationships International, Inc.,  
LICENSOR:

(Name of other Party)  
LICENSEE:

By: \_\_\_\_\_  
By: \_\_\_\_\_

Name \_\_\_\_\_  
Name \_\_\_\_\_

Title \_\_\_\_\_  
Title \_\_\_\_\_

Date \_\_\_\_\_  
Date \_\_\_\_\_