

Instructor Kit License Agreement

This Instructor Kit License Agreement (“Agreement”) is a legal agreement between the user (“Licensee”) and the APICS, 8430 West Bryn Mawr Avenue, Suite 1000, Chicago, Illinois 60631 U.S.A. Before using the Instructor Kit, Licensee must read and accept this Agreement. By reading or using any of the materials in this Instructor Kit, Licensee accepts and agrees to be bound by all terms and conditions set forth in this Agreement. If any term is unacceptable, Licensee must, prior to any use, immediately return all materials to APICS for a refund, if applicable, or to the APICS Chapter Representative or an APICS authorized education provider or associate (“Associate”) from whom Licensee received the materials.

1. This Agreement governs the Instructor Kit delivered with this Agreement and any updates or modifications thereto.
2. Subject to the terms and conditions herein, Licensee is granted a non-exclusive, non-transferable, limited and revocable right to use and display the Instructor Kit solely for classroom-led instruction of the APICS course to which the Instructor Kit pertains. Any additional license rights may be granted by APICS only through a separate written agreement.
3. All materials in the Instructor Kit are produced, distributed, owned and copyrighted by APICS. APICS shall have sole and exclusive ownership of all right, title, and interest in and to the Instructor Kit and all modifications and updates thereof (including ownership of all content, copyrights, trademarks, and other intellectual property rights pertaining thereto), subject only to the non-exclusive rights expressly granted to Licensee herein by APICS. This non-exclusive license is granted to Licensee for good and valuable consideration, and does not provide Licensee with title or ownership of the Instructor Kit, but only a right of limited use. Licensee must keep the Instructor Kit free and clear of all claims, liens, and encumbrances.
4. Licensee may not copy, duplicate, modify, revise, distribute (electronically or otherwise), upload, download, electronically display (including without limitation, display over the Internet, Intranet, webcast or video-conferencing), record (including without limitation, creation or CD, DVD, or other recordings), translate, or create derivative works of the Instructor Kit or any copy, adaptation, transcription, portion, or merged portion thereof, except as expressly authorized in writing by APICS. (Additional permissions may be found in the APICS Instructor Center at: <http://www.apics.org/InstructorCenter/Copyright>). If Licensee engages in any of the foregoing prohibited activities without express written authorization by APICS, Licensee shall be in breach of this Agreement, its license shall automatically terminate, and APICS reserves all rights to pursue remedies under this Agreement and/or under applicable law.

- a. In the event that APICS notifies Licensee of an error and the correction to an instructor power point slide, the instructor may revise the slide with the recommended correction.
- b. In the event that a Licensee determines to modify the Instructor slides by adding additional material to the course, the instructor agrees/ understands the following:
 - i. Instructors shall not violate or misuse APICS intellectual property.
 - ii. Validate that any additional material is the property of the instructor, or the instructor has received written permission to use that material (including text, graph and pictures)
 - iii. Instructor shall use their own power point template for added materials, and that template is sufficiently different from the APICS CPIM slide template that the students will easily be able to identify that material that is original to the course, and the additional material from the instructor.
 - iv. Understand that APICS reserves all rights and protections in regards to its intellectual property.

5. Licensee may not sublicense, assign or transfer the Instructor Kit for any reason. Notwithstanding the foregoing, if an APICS Chapter ("Chapter") or an APICS Associate has agreed to the terms of this License Agreement, the Chapter or Associate may distribute the original Instructor Kit to an individual instructor, college, university, corporation, organization, or institution without the express written consent of APICS for a reasonable time to be determined by the Chapter or Associate for the sole purpose of providing instruction of APICS courses. Prior to distributing the Instructor Kit to any individual instructor, however, the Chapter or Associate must notify the instructor of the requirements of this Agreement, to which the instructor shall be bound upon use of this resource, and the Chapter or Associate shall also notify the instructor that he or she must return the Instructor Kit to the Chapter or Associate at the conclusion of the course. Prior to distributing the Instructor Kit to an individual instructor who will teach the APICS course for a college, university, corporation, organization, or institution by which the instructor is employed or affiliated, the Chapter or Associate must also notify the individual instructor as well as an authorized officer of such college, university, corporation, organization, or institution of the requirements of this Agreement, such that both the instructor and relevant college, university, corporation, organization, or institution shall be bound by all of the terms and conditions herein. The Chapter or Associate shall further notify the instructor, college, university, corporation, organization, or institution that they are responsible for the return of the Instructor Kit to the Chapter or Associate at the conclusion of the course.

Each college, university, corporation, organization, or institution that uses the Instructor Kit, as well as the individual instructor who will use the resources, will be considered to have consented to this Agreement, such that both the instructor and relevant college, university, corporation, organization, or institution shall be bound by

all of the terms and conditions herein and agree to return the Instructor Kit to the Chapter or Associate at the conclusion of the course.

The Chapter or Associate also shall be fully responsible to APICS for ensuring such third parties' compliance with all terms and conditions of this Agreement, and immediately shall collect the Instructor Kit from the user at the conclusion of the course. In the event that the Chapter or Associate contemplates distributing the Instructor Kit to successive instructors, colleges, universities, corporations, organization, or institutions, the user will be deemed to have consented to this Agreement each time the Instructor Kit is so distributed, and each successor instructor, college, university, corporation, organization, or institution that uses the materials shall be considered to have consented to this Agreement. The Chapter or delivery partner shall annually submit a list of instructors, colleges, universities, corporations, organizations, and institutions to which Instructor Resources have been distributed, indicating which resources have been returned and which are still outstanding. Such lists shall be sent to the APICS Professional Development Division. This exception shall in no way excuse the Chapter or Associate for failure to abide by and comply with all terms and conditions of this Agreement.

6. Licensee is permitted to move the original Instructor Kit from site to site for the purpose of instruction at multiple sites. Under no circumstances may the Licensee duplicate the Instructor Kit, either in part or in its entirety, for purposes of instruction at multiple sites or otherwise.

7. Licensee acknowledges that the instructional design of the Instructor Kit requires that each student be provided with his or her own copy of the Participant Workbook(s), and agrees to provide each student with a Participant Workbook(s) at Licensee's or the participants' expense.

8. APICS is not responsible for obsolescence of the Instructor Kit that may result from changes in the Licensee's requirements. APICS assumes no responsibility for Licensee's use of superseded, out-of-date, or uncorrected versions of the Instructor Kit.

9. APICS may periodically update, revise, or otherwise modify the Instructor Kit. However, APICS shall not be obligated to notify Licensee of any such updates, revisions, or modifications.

10. Licensee is solely responsible for the payment of any taxes, duties, or other charges resulting from Licensee's acceptance of this Agreement and Licensee's possession or use of the Instructor Kit. Licensee agrees to indemnify and hold harmless APICS for all claims, liability, damages, and expenses (including attorneys' fees) resulting from Licensee's failure to report or pay such taxes, duties, and other charges.

11. APICS shall have no obligation for any claim against Licensee based on Licensee's misuse of the Instructor Kit, or its combination, operation, or use with any product, data, or apparatus not specified or provided by APICS.

12. In the event that any term of this Agreement is, becomes, or is declared to be invalid or void by any court or tribunal of competent jurisdiction, such term shall be null and void and shall be deemed severed from this Agreement, and all the remaining terms of this Agreement shall remain in full force and effect.

13. Licensee acknowledges and agrees that, in the event of Licensee's breach or threatened breach of any of the provisions of this Agreement, APICS will not have an adequate remedy in money or damages. APICS therefore shall be entitled to obtain an injunction against such breach or threatened breach from any court of competent jurisdiction immediately upon request. APICS' right to obtain injunctive relief shall not limit its rights to seek further remedies.

14. If Licensee breaches or threatens to breach this Agreement, APICS shall have the right to terminate the Agreement and retrieve the Instructor Kit from Licensee at Licensee's expense. APICS may seek to obtain legal remedy for violation of copyright law or any term of this Agreement. Licensee agrees that if Licensee breaches or threatens to breach this Agreement, APICS also will be entitled to its attorneys' fees incurred in enforcing the Agreement or seeking relief hereunder. Licensee consents to personal and subject matter jurisdiction in the state and federal courts of the State of Illinois in connection with any action commenced by APICS to enforce this Agreement.

15. Upon termination of this Agreement for any reason, Licensee shall immediately return to APICS all copies of the Instructor Kit as well as all other materials pertaining to the Instructor Kit. Licensee agrees to certify in writing its compliance with this requirement upon APICS' request.

16. No modification of this Agreement shall be binding unless it is in writing and is signed by an authorized representative of APICS.

17. This Agreement is a complete and exclusive statement of APICS' obligations and responsibilities to Licensee and supersedes any other proposal, representation, or other communication by or on behalf of APICS relating to the subject matter thereof.

18. APICS disclaims any and all warranties relating to the Instructor Kit, whether expressed or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, and licenses this Instructor Kit to Licensee "as is."

19. In no event shall APICS be liable for any damage to any software, hardware, or equipment which may result from Licensee's use of the Instructor Kit. Further, in no event shall APICS be liable for any claims or demands brought against Licensee, or for any indirect, consequential, special, or exemplary damages or lost profits. This limitation upon damages and claims shall apply without regard to whether any provision of this Agreement has been breached or proven ineffective.

20. Licensee agrees that by proceeding beyond this page of this License Agreement, Licensee accepts and agrees to fully comply with all terms and conditions herein. Licensee shall direct any questions to APICS Customer Support at 800.444-2742.