



LICENSE AGREEMENT FOR MAILING LIST OF CERTIFIED PROFESSIONALS

License Agreement dated _____, between the National Certification Council for Activity Professionals (“Licensor”) and _____, (hereinafter referred to as “Licensee”) for the single non-exclusive use of licensor’s list of Certified Professionals (“List”).

1. Grant of Rights

Licensor hereby grants Licensee the right to the list for a one-time use.

2. Term of License

The term of the rights granted pursuant to this Agreement is for a one-time use within (6) months from the date identified above.

3. Copyright

Licensee acknowledges Licensor’s copyright ownership in the list and agrees to not take any action contrary to this ownership right or jeopardize this right in any way.

4. Royalty

Licensee agrees to pay Licensor a royalty as outlined in the following Agreement. This royalty shall be payable upon the execution of this Agreement and prior to delivery of the list to the Licensee.

5. Non-competition

Licensee agrees it will not use the list in any manner that endorses or promotes an organization similar to or competing with Licensor, or in connection with, or the endorsement or promotion of, any product and/or service similar to those that are provided by Licensor. NCCAP reserves the right to refuse this list to any individual or organization at NCCAP’s discretion.

6. Liquidated Damages

Acknowledging that it would be difficult to ascertain damages for the breach of this Agreement, Licensee agrees to the sum of **\$5,000.00** to be paid to Licensor for the Licensee’s failure to keep, observe, perform the covenants of the Agreement herein, such amount hereby agreed upon as liquidated damages for settlement of such non-performance.

7. Entire Agreement

This License Agreement may not be modified except by an Agreement in writing signed by both parties. All rights not expressly granted to Licensee hereunder are reserved by the Licensor.

8. Successors and Assigns

This Agreement shall be binding on the parties and the rights and duties hereunder shall not be assigned by either party without the express written consent of the other.



LICENSOR:

LICENSEE:

NCCAP _____

Name

Name

Date

Date

Company: _____

Address: _____

Tel: _____ Email: _____

City: _____ State: _____ Zip: _____

AGREEMENT FOR USE

From time-to-time, based upon review of request and intended purpose, NCCAP provides a limited and one-time use of the contact list of Certified Professionals.

- List will consist of Certified Professional's name, mailing address, and email.
- The per item cost for this list is .30 cents.

NCCAP does not make any representations or warranties regarding whether the contact information is accurate or current, nor whether a Certified Professional will take any action or respond.

Please submit this signed License and the following information:

1. States Requested: _____
2. Certification Levels Requested: APC / ADCP / ADC / ACC
3. Provide scanned copy of information to be sent via email to info@nccap.org.
4. The list will be sent via Email as an Excel Document.
5. NCCAP reserves the right to refuse the request of any individual or organization for any reason.
6. Payment Type:(Select one)
_____ Company's Check (Check # _____)
_____ Personal Check (Sent Separately)
Mailing list will be issued once payment is received.
_____ Credit Card: VISA MASTERCARD DISCOVER
Card Number: _____
Expiration Date: _____ CVV: _____ Billing Zip: _____

Signature of Licensee

Date